

Storage Customer Framework Agreement
between the Storage Customer and
Energinet

Agreement ID:

CLAUSE PARAMOUNT

This agreement is subject to the Rules for Gas Transport applicable at any time.

1. Parties to the agreement

This Storage Customer Framework Agreement has been entered into between:

Energinet

(on behalf of Energinet Gas Storage and Energinet itself)

Name: Energinet Gas TSO

Address: Tonne Kjærsvej 65

Postal code and city: DK-7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

the Storage Customer

Name:

Address:

Postcode and city:

CVR:

GLN:

2. Definitions

Unless otherwise expressly stated, terms defined in the Rules for Gas Transport shall also apply to this Storage Customer Framework Agreement.

3. Purpose and scope

All Players in the Danish Gas System shall be registered in a Register of Players to ensure an effective basis for communication between the Players.

This Storage Customer Framework Agreement and the requirements for registration set out in clause 4 of Rules for Gas Transport form the basis of the Storage Customer's registration in the Register of Players. Updating of Master Data and Player Relationships are made through Energinet Online.

By signing this Storage Customer Framework Agreement, the Storage Customer accepts that the Storage Facilities including the Storage Customer's quantities of Natural Gas covered by filling requirements, if any, shall form part of Energinet's security of supply, cf. clause 16 of Rules for Gas Transport and Energinet Gas Storage's Rules for Energinet Gas Storage.

Rules for Gas Transport constitute the general contractual basis for access to the Danish Gas System and shall apply to the Storage Customer. In connection with the conclusion of this Storage Customer Framework Agreement, the Storage Customer has received a copy of the current version of Rules for Gas Transport.

In order to act as a Storage Customer, the Storage Customer shall also enter into a framework agreement with Gas Storage Denmark, cf. further Gas Storage Denmark's Rules for Gas Storage (REGL).

4. Register of Players

Upon conclusion of this Storage Customer Framework Agreement, the Storage Customer shall be registered in the Register of Players with its Master Data and status information. The Register of Players and the Storage Customer's obligations in this respect are described in detail in Rules for Gas Transport, including the types of information about the Storage Customer available to other Players.

The Storage Customer shall remain registered in the Register of Players until his Storage Customer Framework Agreement has expired and any rights and obligations in connection with his framework agreement with Gas Storage Denmark have been fulfilled as evidenced in writing by Gas Storage Denmark.

5. Security of supply

Upon conclusion of this Storage Customer Framework Agreement, the Storage Customer accepts to abide by the provision of Rules for Gas Transport and Gas Storage Denmark's Rules for Gas Storage pertaining to security of supply with respect to any quantities of Natural Gas covered by filling requirements. In particular the Storage Customer accepts that the Storage Facilities are part of Energinet's security supply strategy and that Energinet therefore has the right to include quantities of Natural Gas owned by the Storage Customer and subject to filling requirements in such security of supply, cf. clause 16 in Rules for Gas Transport.

Assignment The Storage Customer's rights and obligations under this Storage Customer Framework Agreement may not be assigned to a third party without Energinet's prior written consent.

Energinet may assign its rights and obligations under this Storage Customer Framework Agreement to a third party to which, with the permission of the relevant Minister, the concession to Energinet is assigned pursuant to section 32 of the Natural Gas Supply Act.

6. Terms of agreement

This Storage Customer Framework Agreement shall enter into effect on the date on which it is signed and shall remain in force until terminated in part or in full in accordance with:

- a) Clause 7 of this Storage Customer Framework Agreement: Termination;
- b) Clause 8 of this Storage Customer Framework Agreement: Breach; and
- c) Clause 9 of this Storage Customer Framework Agreement: Extended Force Majeure.

7. Termination

The Storage Customer may terminate this Storage Customer Framework Agreement with a notice of termination corresponding to the latest termination date of the Storage Customer's framework agreement with Gas Storage Denmark plus at least one Month to expire at the end of a Month, always provided that the Storage Customers' rights and obligations in connection with the framework agreement with Gas Storage Denmark have been fulfilled upon expiry of the framework agreement as evidenced in writing by Energinet Gas Storage.

8. Breach

In the event of a material breach of this Storage Customer Framework Agreement, Energinet shall be entitled to terminate the Storage Customer Framework Agreement in its entirety without notice, after which the Storage Customer shall be denied registration in and access to the Register of Players, with the consequence that the Storage Customer can no longer act as such in the Danish Gas System.

Material breach includes, but is not limited to, material breach by the Storage Customer of its framework agreement with Gas Storage Denmark.

In the event of termination Energinet shall record in the Register of Players that the Storage Customer is no longer a party to a Storage Customer Framework Agreement and inform the Storage Customer and Gas Storage Denmark accordingly.

9. Liability

Unless Energinet has acted wilfully or grossly negligent, it cannot be held liable for damages for errors in information in the Register of Players, lack of access to the Register of Players, failure to update the Register of Players, failure to make backups of the Register of Players or faults in computer systems operating the Register of Players.

The rules on Force Majeure included in Rules for Gas Transport shall also apply to the Storage Customer Framework Agreement for both the Storage Customer and Energinet. If the Storage Customer Framework Agreement is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of Rules for Gas Transport shall apply.

10. Changes

The Storage Customer shall accept such regular changes to this Storage Customer Framework Agreement as are necessary in order for the Storage Customer Framework Agreement to always be in conformity with the Storage Customer Framework Agreement applying at any time. The Storage Customer Agreement is included as an appendix to the version Rules for Gas Transport applicable at any time.

11. Applicable law and venue

The venue and applicable law given in the Rules for Gas Transport applicable at any time shall apply to the Storage Customer Framework Agreement.

Date:

Date:

Place:

Place:

Energinet

Storage Customer