

Rules for Gas Transport Version 16.1

1 February 2017

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The appendices are available on Energinet.dk's website in the version applicable at any given time.

Preface

Compared to the RfG 16.0, the new issues in RfG 16.1 are:

- amendments with respect to the overrun charge related to the Exit Zone and the overdelivery charge at the BNG Entry Point; and
- clarifications and various minor changes.

1. Introduction

1.1 Legal frame

This version of Rules for Gas Transport is prepared regard to:

- the Natural Gas Supply Act and section 5 of Executive Order No 1034 of 4 April 2011 on the Application of the Natural Gas Supply Network and Plans for the Future Need for Transmission Capacity;
- regulation (EU) no 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks;
- regulation (EU) No 994/2010 of 20 October 2010 concerning measures to safeguard security of gas supply, see chapter 16;
- regulation (EU) no 984/2013 of 14 October 2013 establishing a network code on capacity allocation mechanisms in the gas transmission systems, see chapter 5 and 6;
- regulation (EU) No 312/2014 of 26 March 2014 establishing a network code on balancing of transmission network, see chapter 9 and 17; and
- regulation (EU) No 703/2015 of 30 April 2015 establishing a network code on interoperability and data exchange rules.

As stipulated in the Danish Natural Gas Supply Act, notification of these RfG has been made to the Danish Energy Regulatory Authority.

1.2 Legal basis

Pursuant to the Danish Natural Gas Supply Act, all customers are entitled to choose their own Gas Supplier. Gas companies and all customers in Denmark are, against payment, entitled to use the Transmission System and the Distribution Network to transport Natural Gas and to use the Storage Facilities.

Energinet.dk has drawn up these Rules for Gas Transport for the use of the Danish Gas System. RfG have been prepared in cooperation between the Distribution Companies (NGF Nature Energy Distribution A/S, HMN Naturgas I/S and DONG Gas Distribution A/S, Aalborg Kommune Gasforsyning), the storage company (Gas Storage Denmark A/S) and Energinet.dk (Energinet.dk SOV). RfG is a set of rules which together with the Framework Agreements and other relevant appendices govern the Player's cooperation with Energinet.dk regarding transport of Natural Gas through the Transmission System.

In addition to these RfG among others the following rules and guidelines are relevant for Players in the Danish Gas Market and supplement RfG:

- a) Guide to the Register of Players (describe how Players are registered in the Register of Players and how the Register of Players is updated regularly);
- b) Capacities at the Entry and Exit Points at Ellund and Dragør are marketed at PRISMA and sold according to general terms and conditions for use of PRISMA applicable at any

- time. A successful registration of the Shipper and its Capacity User(s), see Appendix 12, is requirements for the use of PRISMA;
- c) Shipper guide (a guide to the procedures and data exchange in connection with Nomination and Allocation);
 - d) Rules for GTF, Rules for ETF and Rules for CTF governing Gas Transfers effected via GTF or ETF and Capacity Transfers performed at CTF, respectively;
 - e) Rules for BNG are Energinet.dk's and the Distribution Companies' Rules for delivery of BNG to the Danish Gas System (governs the conditions for BNG's access to the Danish Gas System);
 - f) Rules for Gas Storage is Gas Storage Denmark's rules for access to the Storage Facilities; and
 - g) The Distribution Companies' Rules for Gas Distribution regarding access to the Distribution Networks, including the Gas Supplier's supply of Natural Gas and the Distribution Company's transport through the Distribution Network to Consumers.

The above-mentioned rules and guidelines or links to these is available on Energinet.dk's website.

1.3 Commencement

These RfG, version 16.1, enter into force in their final version on 1 February 2017, superseding the RfG, version 16.0, in their entirety from this date.

Capacities for sale for the Gas Day 31 January 2017 are marketed according to RfG, version 16.0, whereas Capacities for sale for the Gas Day 1 February 2017 are marketed according to RfG, version 16.1.

2. Definitions

2.1 Definitions used

Unless otherwise indicated by the context, the following terms in these RfG shall be understood as stated below.

1st Correction is the correction that takes place 4 months after the month in question and is based on the most recent set of corrected meter data.

2nd Correction is the correction that takes place 15 months after the month in question and is based on the most recent set of corrected meter data.

Accepted Nomination is a Nomination or Renomination which have been accepted, reduced or refused by Energinet.dk in accordance with clause 6.1 c), 6.2 b) or 6.3 b).

Adjacent System is either a foreign transmission system adjacent to the Danish Transmission System or any pipeline/pipeline network operated or established as part of a Danish oil or gas production facility or used to transmit Natural Gas from one or more such facilities to a treatment plant, treatment terminal or landing end-terminal as well as the mentioned treatment plants, treatment terminals and landing terminals.

Alert refers to a supply disruption or exceptionally high gas demand that results in significant deterioration of the supply situation, but the market is still able to manage that disruption or demand without the need to resort to non-market measures.

Allocation is the quantity of Natural Gas/BNG allocated to the Shipper based on the Accepted Nomination or the metered value in the same Hour.

Allocation Area is one of the following areas:

- a) the Distribution Network downstream of the meter and regulator stations in Central and North Jutland where HMN Naturgas I/S is authorised to carry out natural gas distribution;
- b) the Distribution Network downstream of the meter and regulator stations in South Jutland, where DONG Gas Distribution A/S is authorised to carry out natural gas distribution;
- c) the Distribution Network downstream of the meter and regulator stations on Funen where Naturgas Fyn Distribution A/S is authorised to carry out natural gas distribution;
- d) the Distribution Network downstream of the meter and regulator stations in South and West Zealand and Amager where DONG Gas Distribution A/S is authorised to carry out natural gas distribution;
- e) the Distribution Network downstream of the meter and regulator stations in the Greater Copenhagen area where HMN Naturgas I/S is authorised to carry out natural gas distribution; and
- f) the Distribution Network downstream of the meter and regulator stations in North Jutland where Aalborg Kommunale Gasforsyning (City of Aalborg) is authorised to carry out natural gas distribution.

Annual Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Annual Consumption is the consumption for one Year at a Non-Daily Read Metering Sites determined on the basis of reading of the consumption at the end of the Year or on the basis of the Distribution Company's calculation of the consumption for the specific Year.

Annually Read Metering Sites are Non-Daily Red Metering Sites where the Consumer reads the consumption once a year.

Auction means the tender by auction procedure whereby Capacities are allocated to Shippers.

Backhaul is a commercial Natural Gas flow flowing in the opposite direction to the Natural Gas flow.

bar corresponds to the "unit of pressure bar" defined as one bar equals 10^5 Pa, where Pa is as defined in DS/ISO 80000-1: "Quantities and units - Part 1: General" in the latest version at any time published by Danish Standards. Unless otherwise stated, bar means bar above atmospheric pressure.

BNG is biogas which has been upgraded with a view to meeting the quality specifications for Natural Gas in the Danish Gas System.

BNG Entry Point is a virtual point at which a Shipper brings BNG into the Transmission System and where the transport of BNG through the Danish Gas System commences. For each Shipper, the BNG Entry Point consists of all active BNG Portfolios with which the Shipper has a Player Relationship.

BNG Portfolio is the collection of Metering Points for BNG within a Network Area for which a BNG Seller, on the basis of his agreement with the producer of biogas or the owner of the upgrading plant, must conclude an agreement with a Shipper regarding transportation in the Transmission System.

BNG Seller is any natural or legal person who is registered in the Register of Players as BNG Seller.

BNG Seller Framework Agreement is a framework agreement between Energinet.dk and a BNG Seller governing the conditions which a natural or legal person must fulfil in order to act as a BNG Seller in the Danish Gas System.

BNG Seller Agreement is an agreement between the BNG Seller and Network Owner (where the BNG is delivered physically), which contains the individual conditions in addition to Rules for BNG.

Booking Procedure is the procedure whereby Capacity Orders are submitted to Energinet.dk, and Capacity Agreements are concluded on Energinet.dk Online.

Business Day is any day from Monday to Friday with the exception of holidays etc. specified in the list on Energinet.dk's website.

Calculated Balance is the sum of all the Shippers balance positions based on Allocations at the end of the Gas Day plus/minus the amount Energinet.dk has bought/sold at Gaspoint Nordic for the current Gas Day.

Capacity is transport capacity expressed in kWh/Hour in and out of the Transmission System which can be reserved from Energinet.dk.

Capacity Agreement is an agreement between Energinet.dk and a Shipper regulating the Shipper's purchase of Capacity.

Capacity Charge is the charge that a Shipper must pay to Energinet.dk for the hourly quantity at the Entry Points, in the Exit Zone and at the Exit Points.

Capacity Order is the order for Capacity placed by a Shipper.

Capacity Period is any given period of time that Capacity is offered for.

Capacity-requesting Shipper is a Shipper that requests Capacity and contacts Energinet.dk in order to initiate that Energinet.dk advertises for surplus capacity.

Capacity Transfer is the transfer of Capacity via CTF.

Capacity User is any individual authorised by the Shipper to conclude Capacity Agreements and Capacity Transfers on behalf of the Shipper.

°C (Celsius) corresponds to the difference between a temperature in Kelvin and 273.15 Kelvin as defined in DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards.

Commodity Charge is a charge that the Shipper must pay to Energinet.dk for the Natural Gas quantities allocated in the Exit Zone and at the Exit Points.

Consumer is a customer who buys and uses Natural Gas for own consumption in Denmark. The term Consumer is used by the Distribution Companies in relation to customers, final customers and final consumers.

Consumer Portfolio is the collection of Metering Sites, which a Gas Supplier supplies with Natural Gas within an Allocation Area. A Gas Supplier may have the following Consumer Portfolios for each Allocation Area: (i) one Consumer Portfolio consisting of the Daily Read Metering Sites and (ii) one Consumer Portfolio consisting of the Non-Daily Read Metering Sites.

Consumption Site is one or more Metering Sites in a geographical area owned by one Consumer.

Corrections are a joint designation for the 1st and 2nd Correction and any extraordinary corrections.

Counterparty is either any natural or legal person in the Adjacent Systems delivering or receiving Natural Gas to or from a Shipper at the Entry or Exit Points or a Storage Customer. A Counterparty at the GTF is defined in the Rules for GTF.

Credit Limit is the maximum amount in DKK up to which a Shipper is approved to enter into Capacity Agreements, see clause 19.1. The Credit Limit also applies to Capacity and Gas Transfers, see the Rules for CTF and GTF, respectively.

CTF is Energinet.dk's capacity transfer facility - a facility by means of which certain Capacity in the Transmission System can be transferred from one Shipper to another.

Daily Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Daily Imbalance Quantity means the accumulated positive or negative difference between on the one hand the Shippers total deliveries in a Gas Day to the Danish Gas System at the Storage, Entry, BNG Entry, GTF and ETF Point(s) and on the other hand the Shippers total offtake in the same Gas Day at the Exit Zone and the GTF, ETF, Storage and Exit Point(s).

Daily Read Metering Site is a Metering Site which is settled between the Players in accordance with the regulations for daily metered consumption.

Danish Gas Market is the total number of Danish Consumers at any time. The Danish Gas Market and its Players are described in Appendix 0.

Danish Gas System is the Transmission System, the Distribution Network and the Storage Facilities in Denmark.

Direct Consumer is any given natural or legal person who supplies and consumes Natural Gas from the Transmission System at Direct Sites. The Direct Consumers must comply with the provisions applicable to Gas Suppliers supplying Daily Read Metering Sites.

Direct Site is the actual point at which the Gas Metering System is physically located and to which the Natural Gas is supplied/redelivered to the Consumer from the Transmission System. If more than one Gas Metering System is located on the same title number – or several title numbers – having the same Consumer as legal owner and shared property lines, the title numbers will be considered as one Direct Site.

Distributed Residual Consumption is each Gas Suppliers' market share quotient multiplied by the Residual Consumption.

Distribution Company is any given natural or legal entity that can attend to the distribution of Natural Gas. Naturgas Fyn Distribution A/S, HMN Naturgas I/S, DONG Gas Distribution A/S and Aalborg Kommunale Gasforsyning carry out gas distribution in their respective Distribution Networks on the basis of a licence granted in pursuance of the Danish Natural Gas Supply Act.

Distribution Companies' Standard Conditions are the Distribution Companies' Rules for Gas Distribution and Distribution Conditions.

Distribution Network is the local or regional natural gas distribution grid owned and operated by a Distribution Company.

DKK ("DKK") means Danish kroner.

Early Warning refers to a situation where there is concrete, serious and reliable information to the effect that an event may occur which is likely to result in significant deterioration of the supply situation and is likely to lead to the alert or the emergency level being triggered.

EDI-based Communication is communication complying with the Business Specifications for EDI Communication in the Danish Gas Market.

Emergency refers to a situation of exceptionally high gas demand, significant supply disruption or other significant deterioration of the supply situation, and in which all relevant market measures have been implemented but the supply of gas is insufficient to meet the remaining gas demand so that non-market measures have to be additionally introduced with a view, in particular, to safeguarding supplies of gas to Protected Consumption Sites.

Energinet.dk is Energinet.dk SOV, which is responsible for the transmission function, security of supply, market facilitation and holds overall physical balance responsibility under the Danish Act on Energinet.dk. In addition, Energinet.dk is responsible for the Register of Players.

Energinet.dk Online is the online system, which a Player with a password can access via <http://online.energinet.dk>.

Entry Point is the physical delivery point at which a Shipper delivers Natural Gas into the Transmission System from the Adjacent System and the transport of Natural Gas through the Danish Gas System commences.

Estimated Balance is Energinet.dk's forecast of all Shippers balance positions at the end of the Gas Day based on Accepted Nominations for the Storage Point, Entry Points and Direct Sites, Energinet.dk's forecast of the offtake from the Exit Zone excluding Direct Sites and plus/minus the amount Energinet.dk has bought/sold at Gaspoint Nordic for the current Gas Day.

ETF is a trading facility in the Transmission System where Natural Gas is transferred from one Shipper to another on the basis of trades performed at the Gaspoint Nordic.

ETF Point is a virtual trading point where Natural Gas flows to and from the Transmission System.

Exit Point is the physical delivery point at which the transport of Natural Gas through the Transmission System ends and where Energinet.dk contractually redelivers Natural Gas to the Shipper.

Exit Zone is all Allocation Areas and Direct Sites.

Firm Capacity is the uninterruptible type of Capacity offered by Energinet.dk.

FCFS is that Capacity Orders are accepted in the order in which they are processed by Energinet.dk.

Force Majeure means extraordinary circumstances arising after the signing of the agreements and being outside the control of the party in question provided that such party has exercised due care as required within the oil and gas industry and that such circumstances could not reasonably be overcome.

Framework Agreements mean Shipper Framework Agreements, Gas Supplier Framework Agreements, Storage Customer Framework Agreements and BNG Seller Framework Agreement collectively.

Gas Day is a period commencing at 06:00 on any given day and ending at 06:00 on the following day. The Gas Day is reduced to 23 Hours at the transition to summertime and is in-

creased to 25 Hours at the transition to daylight saving time, and all pertaining rights and obligations stipulated in RfG are reduced or increased accordingly on such Gas Days.

Gas Metering System is the term used to describe the system used to meter, record, read and calculate Natural Gas quantities. The Gas Metering System's metering equipment meters either the mass, volume and/or quality of the Natural Gas delivered at an Entry Point, Metering Site, Transition Point, Storage Point, Direct Site or Exit Point, see clause 12.3. The Consumption Sites Gas Metering Systems and Metering Sites are governed and defined by the Distribution Companies' Rules for Gas Distribution.

Gaspoint Nordic is the natural gas exchange operated by Gaspoint Nordic A/S.

Gas Storage Denmark is Gas Storage Denmark A/S, which operates the Storage Facilities.

Gas Supplier is any natural or legal person who supplies Consumers with Natural Gas.

Gas Supplier Agreement is an agreement between a Distribution Company and the Gas Supplier whereby the Gas Supplier accepts the Rules for Gas Distribution. In combination with the Rules for Gas Distribution, this Gas Supplier Agreement governs the parties' rights and obligations during the cooperation entailed in delivering Natural Gas to the Consumers in the relevant Distribution Company's distribution area and the Distribution Companies' transport of Natural Gas through the Distribution Network to the Consumers. The agreement also governs the metering of the Metering Sites and the Consumers' change of Gas Supplier. The Gas Supplier shall in the Register of Players register a Gas Supplier Agreement with the Consumer's Distribution Company in order to report the Consumer's change of Gas Supplier.

Gas Supplier Framework Agreement is a framework agreement between Energinet.dk acting on behalf of all Distribution Companies, Energinet.dk and a Gas Supplier regulating the framework conditions which a natural or legal person must fulfil in order to act as a Gas Supplier in the Danish Gas System.

Gas Transfer is a transfer of Natural Gas effected via GTF or ETF.

Gas Year is the period commencing at 06:00 on 1 October in any Year and ending at 06:00 on 1 October in the following Year.

Green Zone is a calculated area per Gas Day illustrating the flexibility of the Transmission System, i.e. the Green Zone is the area on each side of the equilibrium, where the sum of the Shippers' deliveries for the Gas Day is equal to the sum of the Shippers' offtake for Gas Day. The Green Zone for the Gas Day is based on the Calculated Balance for the preceding Gas Day and Accepted Nominations at 06.00 on the Gas Day for Entry Points, Exit Points, Direct Sites and a forecast for the expected offtake of Daily Read Metering Sites (excluding Direct Sites) and Non-Daily Read Metering Sites.

GTF is Energinet.dk's gas transfer facility – a facility by means of which Natural Gas in the Transmission System can be transferred from one Shipper to another.

GTF Point is a virtual trading point used in connection with the Gas Transfers in accordance with the Rules for GTF.

HP Ellund is the auxiliary point for the application of special nomination arrangements at the Entry Point at Ellund.

Hour is any given 60-minute period commencing at 06:00 on any day and ending at 07:00 on the same day or a similar 60-minute period commencing at the start of one of the other Hours of the day. All indications of Hours are in CET (Central European Time).

Hourly Distribution Key is a distribution key for the individual Allocation Area prepared and published by the Energinet.dk indicating Hour by Hour on a Gas Day the percentage of the Residual Consumption or the Distributed Residual Consumption that refers to each Hour.

Hyper3-interruptibility means that the Consumer must interrupt his offtake from the relevant Consumption Site within 3 hours and be interrupted for up to 69 hours.

Interruptible Capacity is Capacity which can be interrupted in full or in part during transport if Energinet.dk lacks Capacity.

Interruptible Level 1 Capacity is Capacity made available in periods where the amount of Firm Capacity available is zero or less than the amount of Capacity ordered by the Shipper.

Interruptible Level 2 Capacity is Capacity made available in periods where the amount of Firm Capacity and Interruptible Level 1 Capacity available is zero or less than the amount of Capacity ordered by the Shipper.

Joule corresponds to "the unit of energy J" as defined in the version applicable at any time of DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards.

kWh is 3.6×10^6 Joules and expresses the quantity of heat that develops during combustion of Natural Gas in accordance with the definition of gross calorific value. Gross calorific value is the amount of heat developed by combustion of one cubic metre of gas at constant pressure when the gas and air for the combustion have a temperature of 25° C, the combustion products being brought to that temperature and the water formed by the combustion being present in liquid state. Gross calorific value is expressed in kWh/m³ or MJ/m³.

Liable Party is a party which does not satisfy its obligations under one or more agreements made under Rules for Gas Transport.

m³/cubic metre corresponds to the volume of Natural Gas which, at 0° C and an absolute pressure of 1.01325 bar, and without water vapour, occupies the volume of one cubic metre (normal cubic metre) as defined in the 11th Conférence Générale des Poids et Mesures, Paris, France.

Manual Procedure is the manual procedure that Shippers can use to conclude Capacity Agreements.

Master Data Administrator is a User who by virtue of an Online Access Agreement is authorised to create and update his employer's Player Relationships and Master Data as well as the Users own personal data.

Master Data Viewer is a User who by virtue of an Online Access Agreement is authorised to view his employer's Player Relationships and Master Data as well as to update his own personal data.

Matching means continuous Matching by Energinet.dk, operators of the Adjacent System, Gas Storage Denmark and Gaspoint Nordic A/S of Nominations and Renominations hereof in accordance with clause 6.6.

Maximum Hourly Quantity is the total Capacity which a Shipper has acquired the rights under Capacity Agreements and Capacity Transfers.

Metering Point for BNG is the metering point, where the quantity of BNG delivered to the Danish Gas System is metered.

Metering Site is the actual point at which the Gas Metering System is physically located, and to which Natural Gas is supplied to the Consumer from the Distribution System.

Mole corresponds to the "SI base unit Mole" as defined in the version applicable at any time of DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards. Mole-% corresponds to the quantity of a substance in a gas mixture (expressed in Mole) multiplied by 100 and divided by the total gas volume (expressed in Mole) in such a gas mixture.

Month is a period commencing at 06:00 on the first Gas Day of any calendar month and ending at 06:00 on the first Gas Day of the following calendar month.

Monthly Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Monthly Consumption is the consumption for one Gas Month at a Non-Daily Read Metering Site determined on the basis of consumption metering at the end of the Gas Month or on the basis of the Distribution Company's calculation of the consumption for the specific Gas Month.

Monthly Read Metering Sites is a Non-Daily Read Metering Site where the consumption is read once a month.

Natural Gas is characterised as belonging to the second gas family, Group H, as defined in DS/EN 437 "Test gases, test pressure and categories of appliances" in the version applicable at any time published by Danish Standards. Natural Gas is a combustible gas which is:

- a) extracted directly from the subsoil; or
- b) extracted indirectly from the subsoil as associated gas in connection with crude oil production;
- c) produced by extraction or other form of concentration of a Natural Gas as mentioned in a) or b) that contains methane constituting at an absolute pressure of one bar at least 75% by volume of the combustible gas components and exists in any physical form into which the gas can be converted by compression or cooling; or
- d) BNG.

Natural Gas Supply Act is the Danish Natural Gas Supply Act applicable at any time.

Network Area is the Transmission System or the Distribution Network.

Network Owner is the owner of the gas company making the connection of upgrading plant to the Danish Gas System. Network Owner may be a Distribution Company or Energinet.dk.

Neutral Gas Price is the price for the weighted average of all the within-day product traded at Gaspoint Nordic in the Gas Day. However, the Neutral Gas Price shall not deviate more than +/-10 pct. from Gaspoint Nordic Spot Index for the respective Gas Day as the highest/lowest price respectively.

Nominations means

- a) order delivery of Natural Gas from its Counterparties at the Entry Points, GTF and Storage Point;
- b) forecast the delivery of BNG from all the BNG Portfolios according to the Player Relationships with BNG Sellers;
- c) forecast the offtake at the Exit Zone for (i) all the Consumer Portfolios according to Player Relationships with Gas Suppliers and (ii) all Direct Sites according to Player Relationships with Direct Consumers;
- d) order redelivery of Natural Gas to its Counterparties at the Exit, GTF and relevant Storage Point; and
- e) traded Natural Gas at the Gaspoint Nordic to be delivered at the ETF Point.

Nomination User is any individual authorised by the Shipper to use Energinet.dk Online to submit Nominations on behalf of the Shipper.

Non-Daily Read Metering Site is a Metering Site which is settled between the Players in accordance with the regulations for non-daily metered consumption.

Non-Protected Consumption Site is a Consumption Site that, if required by Energinet.dk, shall be interrupted partially or fully at a notice of 72 Hours in Emergency.

Online Access Agreement is the agreement on access to Energinet.dk Online, cf. Appendix 6A–6F.

Other Shippers is Shippers having Capacity Agreements for the relevant Capacity Period in the relevant point or zone that are relevant for a potential UIOLI situation.

Periodised Annual Consumption has the meaning defined in clause 7.7.2.

Periodised Consumption has the meaning defined in clause 7.7.2.

Player Relationship is the relationship between (i) a Shipper and a Gas Supplier's Consumer Portfolio, (ii) a Shipper and a Direct Consumer's Direct Site and (iii) a Shipper and a BNG Seller's BNG Portfolio.

Players are the relevant Shippers, Gas Suppliers, Storage Customers and BNG Sellers as well as Energinet.dk, the Distribution Companies and Gas Storage Denmark.

Price List is the price list available on Energinet.dk's website at any time.

PRISMA is an online platform for the auctioning and trade of gas transport capacity within the European Union. Fulfilment and processing of the Capacity Agreements between Energinet.dk and Shippers take place outside the PRISMA platform.

Protected Consumption Site is a Consumption Site which is ensured supply of Natural Gas in Emergency.

Quality and Delivery Specifications is the quality and delivery specifications set out in Appendix 1 as subsequently amended.

Quarter is any 3-month period commencing at 06:00 on 1 January, 1 April, 1 July or 1 October.

Quarterly Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Receiving Shipper has in connection with Capacity Transfers and Gas Transfers the meaning defined in the Rules for CTF and GTF, respectively.

Reconciliation is the settlement of the monthly positive or negative energy balances emerging on the basis of the reconciliation balance as the difference between the expected consumption of a Gas Supplier's Non-Daily Read Metering Sites and the consumption metered subsequently. Reconciliation is described in clause 7.7.3.

Register of Players is a register into which all Gas Suppliers, Storage Customers, Shippers, Distribution Companies, BNG Sellers, storage companies and transmission companies in the Danish Gas System must be entered. The purpose of the Register of Players is to ensure uniform, unambiguous registration of all Players in the Danish Gas System. Energinet.dk is responsible for operating and developing the Register of Players.

Relative Density is the mass of a volume of Natural Gas divided by the mass of an equal volume of dry air, both expressed in the same unit, both gases being in the same state at 0° C and an absolute pressure of 1.01325 bar.

Renomination is an increase or reduction of a previously Accepted Nomination carried out with effect for the following Gas Day or in the Gas Day.

Residual Consumption is the total consumption of Natural Gas for all Non-Daily Read Metering Sites within an Allocation Area.

Rules for BNG are Energinet.dk's and the Distribution Companies' Rules, in the version applicable at any time, for delivery of BNG to the Danish Gas System (governs the conditions for BNG's access to the Danish Gas System).

Rules for CTF govern Capacity Transfers carried out via CTF.

Rules for Gas Storage/RGS are Gas Storage Denmark's rules for the storage of Natural Gas in the Storage Facilities in the version applicable at any time.

Rules for ETF govern Gas Transfers carried out via Gaspoint Nordic.

Rules for Gas Distribution/RfGD are the Distribution Companies' rules for distribution of Natural Gas in the Distribution Network in the version applicable at any time.

Rules for Gas Transport/RfG are these Rules for Gas Transport in the version applicable at any time governing the conditions for Shippers' access to the Danish Gas System.

Rules for GTF govern Gas Transfers carried out via GTF.

Security of Supply Charge is the charge that a Consumer or Direct Consumer shall pay for security of supply.

Shipper is any natural or legal person in the Transmission System who is registered in the Register of Players and has access to transport Natural Gas in the Transmission System in accordance with RfG. Shippers can also act as their own Gas Supplier, BNG Seller, Storage Customer, Consumer or Counterparty.

Shipper Codes are the code names of a Shipper's Counterparties in one of the Storage Point, the GTF or in the Entry and Exit Points used in connection with Matching.

Shipper Framework Agreement is an agreement between Energinet.dk and a Shipper governing the conditions which natural or legal persons must fulfil in order to act as Shippers in the Danish Gas System and setting out the framework conditions for the purchase of Capacity with a view to transporting Natural Gas through the Transmission System.

Storage Customer is any natural or legal person with access to the Storage Facilities and who is registered as a Storage Customer in the Register of Players.

Storage Customer Framework Agreement is a framework agreement between Energinet.dk and a Storage Customer governing the framework conditions which natural or legal persons must fulfil in order to act as Storage Customers in the Danish Gas System.

Storage Facilities are Gas Storage Denmark's storage facility in Stenlille and Lille Torup.

Storage Point is the collective designation for the two physical points at which Natural Gas passes from the Transmission System to the Storage Facilities or from the Storage Facilities to the Transmission System, and at which point the ownership of the natural gas pipelines passes from Energinet.dk to Gas Storage Denmark or from Gas Storage Denmark to Energinet.dk.

Total Distributed Residual Consumption has the meaning defined in clause 7.6.1.

Total Periodised Consumption is the sum of all the Gas Supplier's Periodised Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

Transferring Shipper shall have the meaning defined in clause 5.8.3. In the case of Capacity Transfers and Gas Transfers, the Transferring Shipper is defined in the Rules for CTF, GTF and ETF, respectively.

Transition Point is the physical point at which the transport of the Natural Gas through the Transmission System either ends or begins at the exit valve/outlet flange located after the

specific transport-relevant measuring and regulator station in the Transmission System, and at which ownership of the natural gas pipeline changes between Energinet.dk and the Distribution Company.

Transmission System is the main Danish transmission network owned and operated by Energinet.dk under the Danish Act on Energinet.dk.

Unvalidated Data are preliminary data that have not been validated.

UIOLI is Energinet.dk's right to systematically withdraw, in full or in part, any underutilised contracted Capacity.

User is an employee of a Shipper, Distribution Company, Gas Supplier, Storage Customer or BNG Seller who is granted access to Energinet.dk Online under the terms and conditions of an Online Access Agreement or an employee of a Shipper who is granted access to PRISMA under the terms and conditions of an GTCs for PRISMA and the power of attorney (Appendix 12).

Validated Data are data that have been finally validated, and all corrections have been made for the purpose of settlement.

Within-day Capacity is Capacity that may be applied by a Shipper from a start time on a particular Gas Day until the end of the same Gas Day.

Wobbe Index is the gross calorific value of Natural Gas divided by the square root of the Relative Density of the Natural Gas in question. The Wobbe Index is given in kWh/m³ or MJ/m³.

Year is the period commencing at 06:00 on the first Gas Day of any given Month in any given year and ending at 06:00 on the first Gas Day of the same Month in the following year.

Yellow Zone is the area on each side of the Green Zone.

2.2 Use of singular and plural and of definite and indefinite forms

Unless otherwise indicated by the context, defined terms used in RfG – except as follows from the form used – shall have the meaning defined in clause 2.1, whether used in the singular or the plural or in definite or indefinite form.

2.3 Reference to clauses

All references to clauses are, unless otherwise expressly stated, references to the clauses of RfG.

3. Conditions for acting as a Player

3.1 Requirements

In order for Shippers, Gas Suppliers, Direct Consumers, Storage Customers or BNG Sellers to act as such in the Danish Gas Market, they must satisfy the following conditions:

	Conclude Framework Agreement	Obtain credit approval	Registered in the Register of Players	Conclude Online Access Agreement	Conclude a Gas Supplier Agreement with the relevant Distribution Company	Gas Supplier's IT system must be tested and approved for EDI-based Communication	Conclude a BNG Seller Agreement with the relevant Network Owner	Have the right to deliver BNG to the Danish Gas System, on the basis of an agreement with the producer of biogas or the owner of the upgrading plant
Shipper	X	X	X	X				
Gas Supplier	X		X	X	X	X		
Direct Consumer	X	X	X	X				
Storage Consumer	X		X	X				
BNG Seller	X		X	X			X	X

3.2 Entire contractual basis

The entire contractual basis for Shippers, Gas Suppliers, Direct Consumers, Storage Customers or BNG Sellers consists of:

	Rules for Gas Transport	Framework Agreement	Rules for CTF	Rules for GTF	Rules for ETF	GTCs for PRISMA	Rules for BNG	Gas Supplier Agreement with the relevant Distribution Company	RGS	BNG Seller Agreement with the relevant Network Owner
Shipper	X	X	X	X	X	X	X			
Gas Supplier	X	X						X		
Direct Consumer	X	X								
Storage Consumer	X	X							X	
BNG Seller	X	X					X			X

4. Register of Players

4.1 General

Energinet.dk owns the Register of Players at the internet portal Energinet.dk Online in which all Players must be registered in order to operate in the Danish Gas System. A user guide on the registration and updating of the Register of Players is provided in the guide to the register of players available on Energinet.dk's website.

All communication concerning the Register of Players must be made at Energinet.dk Online, unless otherwise indicated by this clause 4. Only in case Energinet.dk Online is unavailable, communications to Energinet.dk must be sent to anmodning@energinet.dk.

4.2 Master Data

The Register of Players contains Master Data for each Player. Master Data for Energinet.dk, the Distribution Companies and Gas Storage Denmark are available to all Players.

A new Player, requesting registration in the Register of Players, must submit its Master Data to Energinet.dk, using the template made available on Energinet.dk's website.

All Players are obliged to update their Master Data on an on-going basis. Updates of Master Data must be made at Energinet.dk Online not later than 3 Gas Days before they are to take effect. Energinet.dk notifies the Distribution Companies/Network Owner accordingly.

Notwithstanding the above, the first time a Shipper, Gas Supplier or BNG Seller sends Master Data to the Register of Players, he must do so at least 13 Business Days before the first Gas Day from which the Master Data are to apply.

Any request for the registration of new Master Data not received by the relevant deadline must be met by Energinet.dk as soon as possible.

4.3 Status information

4.3.1 Status information for Consumer Portfolios, Direct Sites and BNG Portfolios

Consumer Portfolios may have the following status in the Register of Players:

- a) allocated - when the Gas Supplier has concluded a Gas Supplier Framework Agreement, the Consumer Portfolio is registered in the Register of Players and the Consumer Portfolio is connected to the Gas Supplier by Energinet.dk, provided that there are no Player Relationships or Metering Sites connected to the Consumer Portfolio;
- b) approved – when the Consumer Portfolio meets the following requirements: a Player Relationship to a Shipper has been registered as well as a Gas Supplier Agreement for the relevant Distribution Network and the Gas Supplier's IT-system has been approved for EDI-based Communication; or
- c) active – when the Distribution Company has connected one or more Metering Sites to the Consumer Portfolio as a consequence of a change of Gas Supplier and has notified Energinet.dk of the date the Consumer Portfolio will be active.

Direct Sites may have the following status in the Register of Players:

- d) allocated - when the Direct Consumer has entered into a Direct Consumer Framework Agreement with Energinet.dk;
- e) approved - when a Player Relationship between the Direct Consumer's Direct Site and a Shipper has been registered; or
- f) active - when the Direct Consumer has notified Energinet.dk that the Direct Site is active.

BNG Portfolios may have the following status in the Register of Players:

- g) allocated - when the BNG Seller has concluded a BNG Seller Framework Agreement, the BNG Portfolio is registered in the Register of Players and the BNG Portfolio is connected to the BNG Seller by Energinet.dk, provided that there are no Player Relationships or Metering Points for BNG connected to the BNG Portfolio;
- h) approved - when the BNG Portfolio meets the following two requirements: a Player Relationship with a Shipper has been registered and a BNG Seller Agreement for the relevant Network Area has been entered into; or
- i) active - when the Distribution Company or Energinet.dk has connected one or more Metering Points for BNG to the BNG Portfolio in accordance with Rules for BNG and has notified Energinet.dk of the date the BNG Portfolio will be active.

4.3.2 Status information about Gas Supplier Agreements

The Distribution Company must update status information about Gas Supplier Agreements in the Register of Players. Not later than 3 Business Days after conclusion or termination of a Gas Supplier Agreement, the Distribution Company must inform Energinet.dk accordingly.

On expiry of a Gas Supplier Agreement, the Distribution Company must notify Energinet.dk accordingly as soon as possible.

4.3.3 Status information about BNG Seller Agreements

The Network Owner must update status information about BNG Seller Agreements in the Register of Players. Not later than 3 Business Days after conclusion or termination of a BNG Seller Agreement, the Network Owner must inform Energinet.dk accordingly.

On expiry of a BNG Seller Agreement, the Network Owner must notify Energinet.dk accordingly as soon as possible.

4.3.4 Status information about change of Gas Supplier

The Distribution Company must update status information about change of Gas Supplier to a new Consumer Portfolio 3 Business Days before the first Gas Day of gas supply to the new Consumer Portfolio.

Furthermore, the Distribution Company must update status information 3 Business Days before termination of gas supply entirely to a Consumer Portfolio.

4.3.5 Status information about change of BNG Seller

The Network Owner must update status information about change of BNG Seller to a new BNG Portfolio 3 Business Days before the first Gas Day of gas delivery to the new BNG Portfolio.

Furthermore, the Network Owner must update status information 3 Business Days before termination of gas delivery entirely to a BNG Portfolio.

4.4 Notification of Player Relationships

4.4.1 General

Player Relationships may be established between:

- (i) a Shipper and a Gas Supplier's Consumer Portfolio,
- (ii) a Shipper and a Direct Consumer's Direct Site and
- (iii) a Shipper and a BNG Seller's BNG Portfolio.

A Shipper can only act as a Shipper for the Gas Supplier's Consumer Portfolios, Direct Consumer's Direct Site or BNG Seller's BNG Portfolio when the Player Relationship has been registered in the Register of Players. The establishment of a Player Relationship is conditional on Energinet.dk receiving notifications of the relationship from both the relevant Player (Gas Supplier, Direct Consumer or BNG Seller) and the Shipper. Energinet.dk records Player Relationships in the Register of Players.

4.4.2 New Player Relationships

The Shipper and the relevant Player must give notification of a new Player Relationship at least 3 Gas Days before the first Gas Day from which the Player Relationship is to apply. Notification by the relevant Player is made by creating a new Player Relationship at Energinet.dk Online, whereas notification by the Shipper is made by accepting a new Player Relationship created by the relevant Player.

If acceptance of the Player Relationship is given within the above-mentioned deadline, the Player Relationship is registered at Energinet.dk Online. Such registration is conditional on Energinet.dk's receipt of identical notification from the relevant Players.

Energinet.dk must inform:

- a) the Shipper, the Gas Supplier and the relevant Distribution Company about registration of a new Player Relationship for the Gas Supplier;
- b) the Shipper and the Direct Consumer about registration of a new Player Relationship for the Direct Consumer; and
- c) the Shipper, the BNG Seller and the relevant Network Owner about registration of a new Player Relationship for the BNG Seller.

If the Gas Supplier, Direct Consumer or BNG Seller creates a new Player Relationship simultaneously with the termination of a previous Player Relationship for the same Consumer Portfolio, Direct Site or BNG Portfolio, and Energinet.dk rejects the creation of such new Player Relationship, Energinet.dk must disregard the termination of the previous Player Relationship and the previous Player Relationship is maintained.

If notification of a new Player Relationship does not take place in accordance with the provisions of this clause, Energinet.dk may reject the creation. If Energinet.dk rejects the creation of a new Player Relationship for the Gas Supplier, Direct Consumer or BNG Seller, and this is the first Player Relationship for the Consumer Portfolio, Direct Site or BNG Portfolio, a change of the relevant Player cannot take place.

4.4.3 Termination of existing Player Relationships

The Players must give notification of termination of an existing Player Relationship at least 3 Gas Days before the first Gas Day from which the termination of the Player Relationship is to take effect. Notification is made on Energinet.dk Online.

If notification of the termination of a Player Relationship is not given as stipulated above, Energinet.dk may reject the notification with the consequence that the existing Player Relationship is maintained.

If a Player Relationship is terminated, the Shipper and the Players guarantee that their notification of the termination of the Player Relationship is in accordance with relevant agreements.

4.4.3.1 The Shipper

If notification of the termination of the Player Relationship is given by the Shipper within the above-mentioned deadline, Energinet.dk must record the termination of the Player Relationship with effect from the date on which the Player Relationship is to be terminated. Energinet.dk must inform the relevant Gas Supplier, Direct Consumer, BNG Seller and the Distribution Company/Network Owner accordingly.

4.4.3.2 The Gas Supplier

If notification of the termination of the Player Relationship is given by the Gas Supplier within the above-mentioned deadline, Energinet.dk must record the termination of the Player Relationship not later than at 13.30 on the Gas Day before the Gas Day on which the termination of the Player Relationship is to take effect. Energinet.dk must inform the Gas Supplier and the former Shipper of such registration.

If Energinet.dk has not received notification to the effect that a new Shipper is to commence transport to the Gas Supplier's Consumer Portfolio from the date on which the existing Shipper stops transporting Natural Gas to the Consumer Portfolio, Energinet.dk must give the Gas Supplier a time limit of 2 Gas Days to ensure the proper registration of a new Player Relationship with the Gas Supplier's Consumer Portfolio.

Energinet.dk shall also contact the relevant Distribution Company to clarify how the necessary changes of Gas Supplier are to be implemented so that Metering Sites comprised by the Consumer Portfolio may continue to be supplied with Natural Gas if a new Player Relationship is not registered before the expiry of the said time limit.

4.4.3.3 The Direct Consumer

If notification of the termination of the Player Relationship is given by the Direct Consumer within the above-mentioned deadline, Energinet.dk must record the termination of the Player Relationship not later than at 13.30 on the Gas Day before the Gas Day on which the termination of the Player Relationship is to take effect. Energinet.dk must inform the Direct Consumer and the previous Shipper of such registration.

If a Player Relationship between a Shipper and the Direct Consumer is terminated without the establishment of a new Player Relationship with the same Direct Site, the Direct Site will be disconnected from the Transmission System, and the Direct Site will be removed from the Register of Players. Energinet.dk must contact the relevant Direct Consumer.

4.4.3.4 The BNG Seller

If notification of the termination of the Player Relationship is given by the BNG Seller within the above-mentioned deadline, Energinet.dk must record the termination of the Player Relationship at least at 13.30 on the Gas Day before the Gas Day on which the termination of the Player Relationship is to take effect. Energinet.dk must inform the BNG Seller and the previous Shipper of such registration.

If Energinet.dk has not received notification to the effect that a new Shipper is to commence transport from the BNG Seller's BNG Portfolio from the date on which the existing Shipper stops transporting Natural Gas from the BNG Portfolio, Energinet.dk must give the BNG Seller a time limit of 2 Gas Days to ensure the proper registration of a new Player Relationship with the BNG Seller's BNG Portfolio.

4.4.4 Breach of contract

4.4.4.1 Breach of contract by a Player (excluding Shippers)

If the Shipper's notification of the termination of an existing Player Relationship is made as a consequence of the Shipper having terminated its agreement with the Player due to the latter's breach of contract, the Shipper may request that the Player Relationship be terminated at a notice shorter than the one stipulated in clause 4.4.3 above, if:

- a) a new Player Relationship for a Consumer Portfolio, a BNG Portfolio or Direct Sites are registered at the same time; or
- b) Energinet.dk has clarified with the relevant Distribution Company how the necessary changes of Gas Supplier are to be effected so that the Metering Sites comprised by the Consumer Portfolio may continue to be supplied if a new Player Relationship is not registered; or
- c) Energinet.dk has clarified with the relevant Network Owner how the necessary changes of BNG Seller are to be effected so that the Metering Sites for BNG comprised by the BNG Portfolio may continue to deliver if the Player Relationship is not registered.

If the notification is approved, Energinet.dk shall register the termination of the Player Relationship as soon as possible.

Depending on its assessment of the situation, Energinet.dk may deviate from the deadlines for the submission of Capacity Orders provided in clauses 5.3.4 and 5.4.2 and permit the Gas Supplier's new Shipper to purchase 1-2 Months' consecutive Monthly Capacity in the Exit Zone (for Gas Supplier and Direct Consumer) or the BNG Entry Point (for BNG Seller) with retroactive effect. Such deviation is, however, conditional on:

- a) Energinet.dk considering the deviation to be necessary in order to prevent Metering Sites from being disconnected or to avoid Metering Points for BNG being disconnected or to prevent similar inconvenience to the general public; and
- b) Energinet.dk without undue delay receiving satisfactory documentation from the new Shipper in respect of the need for purchasing Capacity in the Exit Zone or at the BNG Entry Point with retroactive effect.

The Shipper guarantees that the termination of the Player Relationship is made in accordance with its agreement with the Player.

4.4.4.2 Breach of contract by a Shipper

If the creation of a new Player Relationship by Gas Supplier, Direct Consumer and BNG Seller takes place as a consequence of a Player having terminated his agreement with a Shipper due to the latter's breach of contract, the Player may request the registration of a new Player Relationship and the termination of the existing Player Relationship at a notice shorter than the one stipulated in clause 4.4.3 above.

If the notification is approved, Energinet.dk shall register the new Player Relationship and the termination of the previous Player Relationship between the Shipper in breach and the Player as soon as possible.

Depending on the situation, Energinet.dk may deviate from the deadlines for submission of Capacity Orders specified in clauses 5.3.4 and 5.4.2 and permit the new Shipper to purchase 1 or 2 Months' consecutive Monthly Capacity in the Exit Zone (for Gas Supplier and Direct Consumer) or at the BNG Entry Point (for BNG Seller) with retroactive effect. Such deviation is, however, conditional on:

- a) Energinet.dk considering the deviation to be necessary in order to prevent Metering Sites from being disconnected or to avoid a Direct Site being disconnected or to avoid Metering Points for BNG being disconnected or to prevent similar inconvenience to the general public; and
- b) Energinet.dk without undue delay receiving:
 - satisfactory documentation from the Player in respect of the actual circumstances of the previous Shipper's breach of contract; and
 - satisfactory documentation from the new Shipper in respect of the need for purchasing Capacity at the BNG Entry Point or in the Exit Zone with retroactive effect.

The Player must guarantee that the termination of the Player Relationship is effected in accordance with the Player's agreement with the previous Shipper.

5. Capacity Agreements in the Transmission System

5.1 Capacity Agreements

Capacity can be made available for purchase by the Shipper and its Capacity User either in connection with an Auction or by use of FCFS. Bundled Capacity will be marketed if this is agreed on between Energinet.dk and the owner of an Adjacent System.

Energinet.dk may at its own discretion choose to use Auction, the FCFS, Manual Procedure or another capacity allocation mechanism respectively as the mechanism for allocating Capacity at a given point and disregard the way Capacities are marketed according to clause 5.2 (Auction), clause 5.3 (FCFS) and clause 5.4 (Manual Procedure). Energinet.dk notifies the Shippers of which mechanism will be used for allocation of Capacity at a given point instead.

5.2 Auction

Capacities at the Entry and Exit Points at Ellund and Dragør are marketed at PRISMA and sold at Auctions according to the auction calendar and general terms and conditions for use of PRISMA capacity platform applicable at any time. In the event PRISMA is not available, capacities are sold under FCFS as default procedure. A successful registration of the Shipper and its User(s), see Appendix 12, on PRISMA and approval of the Shipper via PRISMA by Energinet.dk are requirements for the use of PRISMA.

Notwithstanding the above, Energinet.dk may at any time allocate Capacity via an Auction. Energinet.dk shall publish the date and conditions for the Auction in a timely manner before the start of the Auction. Energinet.dk may conduct simultaneous or succeeding Auctions at which Capacity Agreements with Firm Capacities or Interruptible Capacities as well as different Capacity Periods are offered.

5.2.1 Capacity Periods, allocation methodology and types of Capacity for Auctions

Energinet.dk offers Capacity allocated by Auction for a given Capacity Period of:

- a) one Year (12 consecutive Months) commencing at 06:00 on 1 October ("Annual Capacity");
- b) one Quarter (3 consecutive Months) commencing on the first Gas Day of a Quarter ("Quarterly Capacity"), e.g. at 06:00 on 1 January, 1 April, 1 July or 1 October;
- c) one Month commencing on the first Gas Day of a calendar month ("Monthly Capacity");
- d) one Day commencing on a Gas Day ("Daily Capacity"); and
- e) one Hour or up to 24 (twenty-four) consecutive Hours within a particular Gas Day until the end of the same Gas Day ("Within-day Capacity").

Capacity for Annual, Quarterly and Monthly Capacity shall be auctioned by using an ascending-clock auction algorithm. Capacity for Daily Capacity and Within-day Capacity shall be auctioned by using a uniform clock price algorithm.

The Capacity at the Entry and Exit Points will be offered in the following two consecutive steps:

- i) Firm Capacity; and
- ii) Interruptible Level 1 Capacity and Interruptible Level 2 Capacity. Interruptible Capacity will not be offered if Energinet.dk deems that no Interruptible Capacity will be available.

5.2.2 Conclusion of Capacity Agreement by way of Auction

Following every completed Auction, the successful Shipper will receive a confirmation by email. By concluding the Online Access Agreement, the Shipper will obtain access to Energinet.dk Online, which provides the Shipper access to Capacity Agreements relating to the awarded Capacity.

According to clause 19.1.4, Energinet.dk performs a credit check every Gas Day. Following every completed Auction, Energinet.dk is entitled to suspend the awarded Capacity in case of insufficient credit, if the Shipper failed to provide the required security within the Business Day. If the awarded Capacity is suspended, Energinet.dk is entitled to reopen the Auction and make a manual allocation based on the bids from the Shippers participating in the Auction. Shippers awarded Capacity by manual allocation will be informed accordingly by Energinet.dk.

5.2.3 Suspension, alteration or postponement of an Auction

Energinet.dk or PRISMA may at any time before the start of an Auction due to unforeseen circumstances postpone or cancel a planned Auction provided Energinet.dk or PRISMA informs the Shippers of this without undue delay by email to the Shipper's contact person for the relevant Auction.

Furthermore, Energinet.dk is entitled to make decisions at its own discretion on any matter regarding the holding of an Auction, including whether or not to discontinue an Auction temporarily or postpone it due to system failures or technical failures, errors in reserve prices and amounts, obvious market errors regarding the bidding etc. In such case, Energinet.dk informs the Shippers of this without undue delay by sending an email to the Shipper's contact person for the relevant Auction.

5.3 FCFS

The Shipper must have registered one or more Capacity Users by completing the Online Access Agreement if he wants to use the Booking Procedure on Energinet.dk Online to submit Capacity Orders and conclude Capacity Agreements according to the FCFS via Energinet.dk Online.

According to the FCFS, Capacity Orders are accepted in the order in which they are processed by Energinet.dk. A Capacity Order submitted under the Booking Procedure is processed immediately after it has been submitted by the Shipper. Thus, such Capacity Orders have priority over Capacity Orders approved at a later stage by means of the Booking Procedure and Capacity Orders submitted by means of the Manual Procedure which have been received but not yet processed by Energinet.dk.

Capacity Orders received by telefax or letter in accordance with the Manual Procedure are processed after Capacity Orders received by email or Capacity Orders approved in accordance with the Booking Procedure.

5.3.1 Capacity Periods in relation to FCFS

Energinet.dk offers Capacity for a given Capacity Period of:

The Exit Zone and the BNG Entry Point

- a) one Year (12 consecutive Months) commencing on the first Gas Day of a calendar month ("Annual Capacity");
- b) one Quarter (3 consecutive Months) commencing on the first Gas Day of a Quarter ("Quarterly Capacity"), e.g. at 06:00 on 1 January, 1 April, 1 July or 1 October;
- c) one Month or other duration calculated in multiples of consecutive calendar months commencing on the first Gas Day of a calendar month (a calendar month can vary from 28 to 31 days depending on the length of the actual month), or one or more Months calculated in multiples of 30 days. This will be the case if the Month ordered commences on any other day than the first day of the Month ("Monthly Capacity"), e.g. a period commencing at 06:00 on 5 March and ending 30 days later, on 06:00 on 4 April;
- d) one Gas Day or up to 6 (six) consecutive Gas Days ("Daily Capacity"); and
- e) one Hour or up to 24 (twenty-four) consecutive Hours within a particular Gas Day until the end of the same Gas Day ("Within-day Capacity").

Shippers are only entitled to order Capacity for one consecutive Capacity Period for each Capacity Order. Capacity can comprise a period in two consecutive months.

On the basis of the Shipper's Capacity Order, Energinet.dk calculates the optimum composition of the Capacity Period for the Shipper with respect to price (the Annual, Quarterly, Monthly and Daily Capacities which should be included in the Capacity Period required).

The Entry and Exit Points at Nybro

- f) one Year (12 consecutive Months) commencing at 06:00 on 1 October ("Annual Capacity");
- g) one Quarter (3 consecutive Months) commencing on the first Gas Day of a Quarter ("Quarterly Capacity"), e.g. at 06:00 on 1 January, 1 April, 1 July or 1 October;
- h) one Month commencing on the first Gas Day of a calendar month ("Monthly Capacity");
- i) one Gas Day or up to 6 (six) consecutive Gas Days ("Daily Capacity"); and
- j) one Hour or up to 24 (twenty-four) consecutive Hours within a particular Gas Day until the end of the same Gas Day ("Within-day Capacity").

Capacity cannot comprise a period in two consecutive calendar months.

5.3.2 Types of Capacity

Interruptible Capacity will only be offered if either sufficient Firm Capacity is not available or no physical Firm Capacity exists in a given Entry or Exit Point. Shippers using the Booking Procedure shall in such situations be offered Interruptible Capacity instead of Firm Capacity.

The distribution between Firm Capacity and Interruptible Capacities depends on the amount of Capacity available according to Energinet.dk's calculations for the period concerned as well as the aggregate amount of Capacity ordered under Capacity Agreements concluded for the relevant Capacity Period. This means that Capacity Orders which cannot be met fully with Firm Capacity may result in a Capacity Agreement containing:

- a) Firm Capacity in periods where this is available; and
- b) Interruptible Level 1 Capacity in periods where the amount of Firm Capacity available is zero or less than the amount of Capacity ordered by the Shipper; and
- c) Interruptible Level 2 Capacity in periods where the amount of Firm Capacity and Interruptible Level 1 Capacity is zero or less than the amount of Capacity ordered by the Shipper.

Interruptible Level 1 Capacity and Interruptible Level 2 Capacity equals Energinet.dk's expectations as regards the probability of Interruptible Capacity being available in a given Entry and/or Exit Point (the price reflects the probability for interruption). The probability calculation includes specific conditions at the relevant point such as expected flow scenarios, Backhaul and non-use of Firm Capacity and Interruptible Level 1 Capacity, respectively.

Information about the expected Capacity limits at a given Entry or Exit Point at any time in respect of Firm Capacity, Interruptible Level 1 Capacity and Interruptible Level 2 Capacity, respectively, is available via Energinet.dk Online.

5.3.3 Submission of Capacity Orders

On a Capacity User's dispatch of the Shipper's requirement for Capacity via Energinet.dk Online, a non-binding forecast will be generated by Energinet.dk Online. The forecast will inform the Shipper as to:

- a) the types of Capacity available to meet the Shipper's requirement for Capacity;
- b) whether the Shipper's Credit Limit is sufficient to conclude the Capacity Order for the Capacity required;
- c) the charges payable for a Capacity Order.

If the Capacity required is not available as Firm Capacity, the forecast will show the possible distribution between the Firm Capacity and the Interruptible Capacity available. The Shipper may then choose to (i) enter another Capacity requirement in Energinet.dk Online or (ii) continue ordering on the basis of the forecast.

If the Capacity required is available, the Shipper's Capacity User may submit the Capacity Order based on the forecast. The Capacity User's submission of a Capacity Order is considered an offer to conclude a Capacity Agreement. Thus, the Shipper is bound by the Capacity Order as soon as it has been submitted by the Capacity User.

5.3.4 Deadlines

Energinet.dk is only obliged to process Capacity Orders for

The Exit Zone and the BNG Entry Point:

- a) Annual, Quarterly and Monthly Capacities or Capacity Periods of another duration calculated in multiples of Months, submitted or received at 17.00 on the Gas Day before the commencement of the Capacity Period or up to 3 (three) Months prior to the commencement of the Capacity Period
- b) Daily Capacities for up to 6 (six) consecutive Gas Days, submitted or received at 17.00 on the Gas Day before the commencement of the Capacity Period or up to 5 (five) Gas Days prior to the commencement of the Capacity Period
- c) Within-day Capacities for up to 24 (twenty-four) consecutive Hours submitted or received as early as at 19.00 on the Gas Day before the commencement of the Capacity Period and at latest at 03.00 on the Gas Day for the commencement of the Capacity Period. There will be a 2-Hour lead time - for example, a Capacity Order for Within-day Capacities received at 19.30 on a Gas Day will only be effective for the remaining Hours of the Gas Day after 22.00 (22.00-06.00).

The Entry and Exit Points at Nybro:

- d) Annual Capacities can be booked from the first Monday in March before the commencement of the Capacity Period until 17.00 on the Gas Day before the commencement of the Capacity Period
- e) Quarterly Capacities can be booked from the first Monday in June before the commencement of the Capacity Period until 17.00 on the Gas Day before the commencement of the Capacity Period
- f) Monthly Capacities can be booked from the second Monday in the month before the commencement of the Capacity Period until 17.00 on the Gas Day before the commencement of the Capacity Period
- g) Daily Capacities for up to 6 (six) consecutive Gas Days, submitted or received at 17.00 on the Gas Day before the commencement of the Capacity Period or up to 5 (five) Gas Days prior to the commencement of the Capacity Period
- h) Within-day Capacities for up to 24 (twenty-four) consecutive Hours submitted or received as early as at 19.00 on the Gas Day before the commencement of the Capacity Period and at latest at 03.00 on the Gas Day for the commencement of the Capacity Period. There will be a 2-Hour lead time - for example, a Capacity Order for Within-day Capacities received at 19.30 on a Gas Day will only be effective for the remaining Hours of the Gas Day after 22.00 (22.00-06.00).

Energinet.dk reserves the right, in special circumstances, to extend the time for Energinet.dk Online's processing of Capacity Orders and the duration of Capacity Orders not answered by Energinet.dk in accordance with the Booking Procedure. In such case, the Shippers must be

informed of this as soon as possible via email sent to the email address in the Shipper Framework Agreement.

If the Shipper does not receive a reply in relation to the Capacity Order within 1 Hour after its submission (and Energinet.dk has not declared an extension of the time limit for processing Capacity Orders on Energinet.dk Online by referring to special circumstances, see above), the Booking Procedure shall be considered not to be in force, and the Shipper must use the default procedure set out in clause 5.4. If the Shipper considers the Booking Procedure not to be in force, the Shipper must inform Energinet.dk of this without undue delay.

5.3.5 Conclusion of Capacity Agreement by way of FCFS

If the Capacity Order is accepted through Energinet.dk Online, the final and binding Capacity Agreement will be available at Energinet.dk Online.

If the Shipper has several Capacity Agreements for the same Entry Point, Exit Point, BNG Entry Point or the Exit Zone, the Shipper may pool the Capacity under these Capacity Agreements to the extent that such Capacity Periods overlap.

Furthermore, Energinet.dk may extend or change the processes for dealing with Capacity Orders. Energinet.dk may in such situations:

- a) declare all Capacity Orders received in a certain period as having been received at the same time, thus making them subject to, for example, pro rata allocation or auction and not the FCFS Principle second-by-second allocation of the available Capacity;
- b) replace the FCFS before Capacity Orders are received by, for example, Capacity auctions, at which all interested Shippers are invited to bid for the congested Capacity.

5.4 The Manual Procedure

The Manual Procedure must be used as default procedure if the Booking Procedure related to the FCFS is not available.

5.4.1 Submission of Capacity Orders

Under the Manual Procedure, Shippers must submit a Capacity Order by completing and signing Appendix 7 and sending the Capacity Order by email to anmodning@energinet.dk, telefax or letter to Energinet.dk and notify Energinet.dk of the submission by telephone.

Capacity Orders shall be correctly completed and duly signed by a Capacity User. Any Capacity Orders placed by the Shipper's Capacity User(s) shall be binding from the time when Energinet.dk receives such orders.

Capacity Orders received shall be processed in the order in which they are received by Energinet.dk. Energinet.dk is entitled to process any Capacity Orders received by telefax or letter after Capacity Orders received by email on the same Business Day. This shall apply irrespective of whether a Capacity Order sent by telefax or letter is received by Energinet.dk before a Capacity Order sent by email on the relevant Business Day.

5.4.2 Deadline

A Capacity Order received before 09:00 on a Business Day shall be dealt with before 17:00 2 Business Days later. If the Capacity Order is received on a day which is not a Business Day or the Capacity Order is received later than 09:00 on a Business Day, it shall be considered as having been received on the following Business Day.

Energinet.dk shall be in receipt of the Capacity Order not later than 4 Business Days prior to the commencement of the first Gas Day in the Capacity Period to which the Capacity Order relates.

Energinet.dk reserves the right to extend the time for processing Capacity Orders and any time limits set out in clause 5.4 in special circumstances. In such case, the Shippers shall be informed of this via the email addresses in the Shipper Framework Agreement.

5.4.3 Conclusion of Capacity Agreements by way of Manual Procedure

Capacity Orders received 4 Business Days before the commencement of a Capacity Period shall be concluded by Energinet.dk sending a Capacity Agreement to the Shipper. Energinet.dk concludes the Capacity Agreement by using Energinet.dk Online on behalf of the Shipper. Capacity Orders received less than 4 Business Days prior to the commencement of the Capacity Period requested will not be met.

A Capacity Order not relating to the same Capacity in a consecutive Capacity Period shall be treated as 2 or more Capacity Orders.

On the basis of the capacity situation and current Capacity Agreements Energinet.dk shall determine whether the Capacity is available. The Shipper shall specify in the Capacity Order whether or not the Shipper wants to receive Interruptible Capacity if sufficient Firm Capacity is not available to meet its Capacity Order.

Not later than 2 Business Days after receipt of a Capacity Order Energinet.dk shall submit either:

- a) a Capacity Agreement for the Firm Capacity ordered;
- b) a Capacity Agreement for less Firm Capacity than ordered;
- c) a Capacity Agreement for less Firm Capacity than ordered and Interruptible Capacity; or
- d) a refusal of a Capacity Order, including the reason(s) for refusing.

If the Capacity Agreement is completed and the Capacity Periods overlap, the Shipper may pool the Capacity agreed upon for the Entry Point, the BNG Entry Point, the Exit Point or the Exit Zone, respectively, with the Shipper's other Capacities for the same Entry Point, BNG Entry Point, Exit Point and Exit Zone.

5.5 Purchase of Capacity at short notice or retroactive effect

5.5.1 Purchase of Capacity with retroactive effect in the event of certain types of change of Gas Supplier

If Consumers change to a new Gas Supplier without giving notice or with retroactive effect, Energinet.dk may, depending on the situation, deviate from the time limits for submitting Capacity Orders.

In such situations Energinet.dk may permit the new Gas Supplier's Shippers to purchase up to a maximum of 2 Months' consecutive Monthly Capacity in the Exit Zone. In such situations the Shipper cannot increase the Maximum Hourly Quantity in the Exit Zone by more than an Hourly Quantity corresponding to the affected Consumers' Maximum Hourly Quantity at their Consumption Sites in the last 12 Months.

Documentation evidencing that the increase corresponds to the Maximum Hourly Quantity at the Consumption Sites of the Consumers affected by the change of Gas Supplier shall be submitted to Energinet.dk on demand.

5.5.2 Purchase of Capacity at short notice or with retroactive effect in case of an extreme of unforeseen overrun

An extreme and unforeseen overrun is a situation where:

- a) the Shipper's offtake in the Exit Zone for 48 consecutive Hours exceeds more than 10 %; and
- b) Energinet.dk deems the Shipper's incentive-based overrun fee to be an unintended event caused by errors or omissions. This assessment shall be based on:
 - i) the fact that the Shipper's overrun has a duration of 48 consecutive Hours, and
 - ii) all other relevant facts

If Energinet.dk based on the above and at its own discretion finds that an extreme and unforeseen overrun is about to occur or has occurred in respect of one or more Shippers, Energinet.dk may offer Shipper(s) affected by such extreme and unforeseen overrun that they can purchase Capacity from the beginning of the first Gas Day following the extreme and unforeseen overrun or with retroactive effect.

5.6 Capacity increase through oversubscription and buy-back procedure

In order to offer additional Daily Capacity on a firm basis at an Entry Point or Exit Point at Ellund or Dragør, Energinet.dk may initiate an incentive-based oversubscription and buy-back scheme on its own initiative or the Shipper's. In the latter case the Shipper shall inform Energinet.dk by email to anmodning@energinet.dk about the request for additional Daily Capacity for the following Gas Day for a specific Entry Point or Exit Point at Ellund or Dragør and the flow direction not later than 10:00 on a Gas Day. If the request relates to a day that is not a Business Day, the Shipper shall inform Energinet.dk not later than 10:00 on the preceding Business Day.

Consequently, Energinet.dks determines the oversubscription capacity (additional capacity in addition to the technical capacity for the specific Entry Point or Exit Point) available for the next auction at PRISMA. Before 12:00 on the Gas Day, Energinet.dk informs the Shipper (User) about the additional Daily Capacity offered for the following Gas Day at PRISMA.

In order to support the additional Daily Capacity, the Shippers are at the same time notified about the buy-back procedure by email. The notification states: the specific Entry or Exit Point (Ellund or Dragør), the flow direction, the amount of the hourly quantity and the consecutive Hours for which buy-back procedure is occurring. The notification must be answered by the Shipper by fulfilling the attached document not later than 14:00 on the Gas Day, containing the price for Energinet.dk to call specific Renomination(s) fulfilling the requirements stated in the notification. Following every completed buy-back procedure, the successful Shipper will receive a confirmation by email not later than 16:00 on the Gas Day.

Before applying the buy-back procedure, Energinet.dk verifies whether alternative technical and commercial measures can maintain system integrity in a more cost-efficient manner. If Energinet.dk calls the specific Renomination(s), the Shipper is obliged to renominate to the quantity referred to in the confirmation for the Hours concerned within 2 Hours. In the event the time limit is not met, Energinet.dk is entitled to make the Renominations referred to in the confirmation. The Shipper will only receive payment based on the actual call(s) – a pay-as-bid approach applies.

5.7 Surrender of contracted capacity at Ellund and Dragør

The Shipper is entitled to return to Energinet.dk via PRISMA, partially or fully, any contracted Firm Capacity in the future, pursuant to a Capacity Agreement, with a duration of one Month or more, at an Entry Point and Exit Point at Ellund and Dragør. The Shipper shall retain its rights and obligations under the Capacity Agreement until the contracted capacity is reallocated or to the extent the contracted capacity is not reallocated. Bundled capacity shall be returned in bundled form. Returned capacity cannot simultaneously be marketed by the Shipper.

The returned capacity will be included in the calculation of marketable capacities, if the Shipper returns contracted Yearly Capacity, Quarterly Capacity and Monthly Capacity via PRISMA not later than 9:00 on the seventh Gas Day before the Gas Day when the notification is made about the volume of Capacities offered in the relevant auction, respectively. This cannot be ensured if the capacity is returned after this time limit. In case the capacity will not be included, it will be offered in subsequent auctions of capacities with shorter term. Following every completed return of capacity, the Shipper will receive a confirmation with a time stamp by email.

The returned contracted capacity is marketed as primary capacity at PRISMA, but after other primary capacity available for the period in question. If several Shippers return capacity for a particular Gas Day, the returned capacity will be re-marketed in the order in which they were returned (time stamp).

The Shipper may not call back returned capacity. Returned Yearly Capacity that is not sold is re-marketed as Quarterly Capacity. Returned Quarterly Capacity that is not sold is re-marketed as Monthly Capacity. Returned Monthly Capacity that is not sold will be made available again to the Shipper.

Starting with the regulated capacity tariff, the re-marketed returned capacity is offered. Consequently, the Shipper returning contracted capacity as minimum is obliged to be reimbursed

the regulated capacity tariff for the capacity, partially or fully, sold and as a maximum the initial purchase price for the returned capacity. The Shipper is notified of any reallocation of its surrendered capacity.

5.8 Lack of available long-term Firm Capacity (UIOLI)

Based on a decision from the Danish Energy Regulatory Authority (the secretariat), Energinet.dk is entitled to withdraw, partially or fully, any underutilised contracted capacity, pursuant to a Capacity Agreement, with a duration of more than 1 year, at an Entry Point and Exit Point where the Shipper has not sold or offered on reasonable conditions his unused Capacity, and where other Shippers request Firm Capacity. Contracted capacity is considered systematically underutilised in particular if:

- a) the Shipper uses less than an average 80 % of his contracted capacity both from 1 April until 30 September and from 1 October until 31 March, for which no proper justification could be provided; or
- b) the Shipper systematically nominates close to 100 % of his contracted capacity and renominates downwards.

Withdrawal shall result in the Shipper losing his contracted capacity partially or fully for a given period or for the remaining effective contractual term. The Shipper shall retain his rights and obligations under the Capacity Agreement until the Capacity is reallocated by Energinet.dk or in case the Capacity is not reallocated by Energinet.dk.

Energinet.dk shall regularly provide the Danish National Regulatory Authority with all the data necessary to monitor the extent to which contracted capacities with a effective contract duration of more than one year or recurring quarters covering at least two years are used.

5.8.1 Energinet.dk's advertising for surplus Capacity

If a Shipper (Capacity-requesting Shipper) contacts Energinet.dk and establishes that the conditions specified in clause 5.8 are met, Energinet.dk shall notify the Other Shippers of the existence of a potential UIOLO situation. Energinet.dk shall send a notification to the Other Shippers providing information about:

- a) the Capacity requested by the Capacity-requesting Shipper;
- b) the period in which the Capacity-requesting Shipper has advertised in vain for the requested Capacity and the price offered for the requested Capacity; and
- c) the fact that the Other Shippers possessing surplus Capacity which can be used by the Capacity-requesting Shipper shall offer such Capacity to the Capacity-requesting Shipper via CTF or a comparable instrument within 10 Business Days.

5.8.2 Analysis by Energinet.dk of the Shippers' requirements

If the Capacity-requesting Shipper has not obtained the necessary Capacity from one or more of the Other Shippers within 15 Business Days after notification has been made in accordance with clause 5.8.1, Energinet.dk shall contact the Other Shippers and request that they report their actual Capacity requirement in the Capacity Period(s) and at the relevant point or zone

for which the Capacity-requesting Shipper has requested Capacity. In this situation, the Other Shippers shall attach a copy of any quotations made to the Capacity-requesting Shipper.

The Other Shippers shall provide the requested information not later than 10 Business Days after the request. If the information requested is not received within this time limit, Energinet.dk is entitled to make a best-effort assessment of the actual Capacity requirements of the Shipper in question.

If the Other Shippers can document an actual requirement for their Capacity, Energinet.dk shall inform the Capacity-requesting Shipper that there is no surplus Capacity.

If one or more of the Other Shippers cannot document an actual requirement for all or some of their Capacity, Energinet.dk shall initiate a compulsory Capacity Transfer in pursuance of clause 5.8.3.

Notwithstanding the above, Energinet.dk may only initiate such transfer:

- a) if the Shipper in question has not offered any surplus Capacity to the Capacity-requesting Shipper, or
- b) if the price quoted for the Capacity Transfer exceeds the price quoted by Energinet.dk and is deemed unreasonable.

A price is considered unreasonable if it exceeds the price which the Shipper in question could reasonably fix on the basis of opportunity cost considerations. Opportunity cost considerations mean considerations in terms of the Shipper's risk of incurring costs in case of lack of fulfilment of obligations assumed in relation to the transfer of Capacity to the Capacity-requesting Shipper.

In its assessment as to whether Other Shippers have an actual requirement for the Capacity acquired, Energinet.dk shall, among other things, take the following into consideration:

- c) the Other Shippers' requirement for Capacity for their Gas Suppliers and Consumers;
- d) the Other Shippers' requirement for Capacity to and from the Adjacent Systems;
- e) the Other Shippers' supply and market situation;
- f) weather conditions; and
- g) other relevant factors.

5.8.3 Compulsory Capacity Transfer

If Energinet.dk finds that one of the Other Shippers (Transferring Shipper) has not documented an actual requirement for the Capacity according to the criteria listed above, Energinet.dk is entitled and obliged to initiate a compulsory Capacity Transfer to Energinet.dk for the purpose of reselling such Capacity to the Capacity-requesting Shipper on the following conditions:

- a) the transfer covers the Capacity which, according to the analysis undertaken pursuant to clause 5.8.2, is considered to be surplus Capacity of the Transferring Shipper;

- b) payment for the transfer is effected by Energinet.dk reimbursing the transferred Capacity to the Transferring Shipper at the price listed in the Price List for Annual or Monthly Capacity as determined by Energinet.dk; and
- c) the Capacity-requesting Shipper is obliged to purchase the Capacity from Energinet.dk as Monthly or Annual Capacity at the price determined by Energinet.dk.

6. Nomination

For the purpose of having Natural Gas transported in the Transmission System, the Shipper must make Nominations. If no Nominations are made at the GTF, Entry, Storage and Exit Point(s), no Natural Gas shall be delivered/redelivered.

In addition to submitting the electronic Nominations submitted as set out in the Shipper Framework Agreement, the Shipper and its Nomination Users may also submit Nominations by using Energinet.dk Online. The terms for Nominations made online follow by the Online Access Agreement, see Appendix 6A.

For the auxiliary point HP Ellund applies clause 6.7.

6.1 Nominations before the Gas Day

- a) Nominations made by the Shippers before the Gas Day shall take place not later than 14:00 on each Gas Day and with effect from 06:00 on the following Gas Day. Energinet.dk shall be in receipt of:

- (i) Nominations for the Entry Points

The Natural Gas quantities, expressed in kWh/Hour, to be delivered at each Entry Point each Hour of the following Gas Day, together with Shipper Codes for the Shipper's Counterparties at the Entry Point. If there are several Counterparties at the Entry Point, the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, to be delivered by each Counterparty at the Entry Point every Hour of the following Gas Day.

- (ii) Nominations for the BNG Portfolios

For each BNG Portfolio, the Shipper shall forecast the quantities of BNG, expressed in kWh/Hour, to be delivered every Hour of the following Gas Day.

- (iii) Nominations for the Storage Point

The Natural Gas quantities, expressed in kWh/Hour, to be delivered at or redelivered from the Storage Point every Hour of the following Gas Day, together with Shipper Code for the Shipper's Counterparty at the Storage Point. If there are several Counterparties at the Storage Point, the Shipper shall state the quantities, expressed in kWh/Hour, to be delivered at or redelivered by each Counterparty.

- (iv) Nominations for the Exit Zone

Nominations for the Exit Zone comprise of Nominations for each Allocation Area and each Direct Site:

- 1) Nominations for the Allocation Areas

For each Allocation Area the Shipper shall provide the following information collectively for each Gas Supplier on whose behalf the Shipper transports Natural Gas:

- a) the Natural Gas quantities, expressed in kWh/Hour, that are forecast to be offtaken every Hour of the following Gas Day by the Gas Supplier's Consumer Portfolios of Daily Read Metering Sites; and
- b) the Natural Gas quantities, expressed in kWh/Hour, that are forecast to be offtaken each Hour of the following Gas Day by the Gas Suppliers' Consumer Portfolio of Non-Daily Read Metering Sites.

2) Nominations for the Direct Sites

For each Direct Site the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, forecast to be offtaken at the Direct Site every Hour of the following Gas Day.

(v) Nominations for the Exit Points

The Natural Gas quantities, expressed in kWh/Hour, to be redelivered at each individual Exit Point every Hour of the following Gas Day together with information about the Shipper Codes of the Shipper's Counterparties. If there are several Counterparties at the Exit Point, the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, to be redelivered to each individual Counterparty at the Exit Point every Hour of the following Gas Day.

(vi) Nominations for GTF and ETF

If Gas Transfers are performed via the GTF, both the Transferring Shipper and the Receiving Shipper shall carry out Nominations in accordance with the procedures laid down in the Rules for GTF.

If Gas Transfers are performed via the ETF, both the Transferring and Receiving Shippers can carry out Nominations in accordance with the procedures laid down in the Rules for ETF. However, such Nominations are not mandatory on the part of the Shippers.

Notwithstanding the above, Adjacent Systems may have special requirements with respect to notice periods for the Shipper Codes.

The Shipper may carry out Nominations for each Hour for longer periods of time (e.g. weekend, Week, Month or Year) prior to the expiry of the time limit set in clause 6.1 a).

- b) The Nominations performed at 14:00 for the following Gas Day, see clause 6.1 a), can be revised if Energinet.dk receives a revised Nomination from the Shipper before 16:00.
- c) On each Gas Day before 18:00, Energinet.dk shall inform the Shipper:
 - i) whether the Nominations for the following Gas Day have been accepted;
 - ii) whether one or more of the Nominations have been reduced or refused, see clause 6.4 and 6.5; and

- iii) whether one or more of the Nominations have been reduced or refused by Energinet.dk or an Adjacent System operator in connection with Matching, see clause 6.6.

Nominations which have been accepted or reduced in accordance with clause 6.1 c) are Accepted Nominations. The Shipper must accept that Nominations being reduced pursuant to clauses 6.5 and 6.6. Energinet.dk must inform Gas Storage Denmark and operators of the Adjacent System to the extent necessary of the Shipper's Nominations and the Accepted Nominations.

6.2 Renominations for the entire Gas Day

The Shipper's Accepted Nominations can be revised for all 24 Hours of the following Gas Day by performing Renomination:

- a) From 18:00 until 04:00 before the Gas Day, the Shipper can revise its Accepted Nominations with a 2-Hour lead time after each Hour commenced. For example, a Renomination received by Energinet.dk at 18:25 must be confirmed before 21:00 on the same Gas Day.
- b) Within the said 2-Hour lead time after the beginning of each Hour on each Gas Day, Energinet.dk shall inform the Shipper:
 - i) whether the Renominations before the Gas Day have been accepted;
 - ii) whether one or more of the Renominations have been reduced or refused, see clause 6.4 and 6.5;
 - iii) whether one or more of the Renominations have been reduced or refused by Energinet.dk or an Adjacent System operator in connection with Matching, see clause 6.6; and
 - iv) whether the Shipper's Counterparty has made new Renominations in the Adjacent Systems.

Renominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question.

6.3 Renominations for the remaining Hours of the Gas Day

The Shipper's Accepted Nominations for the remaining Hours of the Gas Day can be revised by performing Renomination for the remaining Hours of the Gas Day:

- a) From 04:00 before the Gas Day until 03:00 on the Gas Day, the Shipper can revise its Accepted Nominations with a 2-Hour lead time after each Hour commenced. For example, a Renomination received by Energinet.dk at 20:30 on a Gas Day will only be effective for the remaining Hours of the Gas Day after 23:00 (23:00 - 06:00).
- b) Within the said 2-Hour lead time Energinet.dk shall inform the Shipper:
 - i) whether the Renominations for the Gas Day have been accepted;

- ii) whether one or more of the Renominations have been reduced or refused, see clause 6.4 and 6.5;
- iii) whether one or more of the Renominations have been reduced or refused by Energinet.dk in connection with Matching, see clause 6.6; or
- iv) whether the Shipper's Counterparty has made new Renominations in the Adjacent Systems.

Renominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question from the time when such Renominations become effective.

6.4 Conditions for Nomination and Renomination

6.4.1 Suspension of Renomination rounds and extension of lead times

In special circumstances, Energinet.dk reserves the right to suspend the option for Renominations and extend the lead time of two Hours. In such case, the Shippers will be informed accordingly by email sent to the Nomination User.

6.4.2 Requirements concerning combined Nominations and Renominations

Whether or not a Shipper has one or more Capacity Agreements for the same Entry Point, the Shipper shall make only one combined Nomination or Renomination, as the case may be, of Natural Gas quantities for each Counterparty at the relevant Entry Point. The same shall apply, if the Shipper has one or more Capacity Agreements for the same BNG Entry Point, Storage Point, Exit Zone or Exit Point.

The Shipper shall only make Nominations for BNG Portfolios, Consumer Portfolios and Direct Sites for which he has registered Player Relationships in the Register of Players.

The Shippers' obligation to make one combined Nomination for each Counterparty also applies to Shippers' portfolio of Firm Capacity, Interruptible Level 1 Capacity and/or Interruptible Level 2 Capacity in pursuance of their Capacity Agreements.

6.4.3 Changing the direction of flow at the Entry and Exit Points

If a Shipper has Capacity at both Entry and Exit Points at the same point, the Shipper can change the direction of flow by performing Renomination to the extent set out in the guide named "Shipper guide", which is available on Energinet.dk's website.

6.4.4 Latest Nomination or Renomination received before a deadline

If the Shipper revises an existing Nomination/Renomination before the expiry of a deadline for Energinet.dk's receipt hereof, the latest received Nomination/Renomination within such deadline shall apply. This principle shall apply despite the method of communication (Nominations/Renominations sent by email, by Edig@s XML communication or through Energinet.dk Online) used by the Shipper.

6.4.5 Automatic procedures

All Nomination and Renomination procedures are fully automatic. Therefore, Energinet.dk cannot grant the Shipper's extraordinary request for changes in Nominations, Accepted Nominations and Renominations hereof.

The Shippers are, on a best-efforts basis, obliged to check the Accepted Nominations and shall in due time endeavour to correct any errors by making new Renominations and communicating with their relevant Counterparties.

However, if the Shipper has not received an Accepted Nomination message within the 2-Hour lead time after the Nomination has been sent, the Shipper shall inform Energinet.dk accordingly without undue delay. If the lack of an Accepted Nomination message is due to technical problems with Energinet.dk Online or errors and omissions on the part of Energinet.dk, Energinet.dk shall use its best endeavours to provide the flow nominated by the Shipper. If the lack of an Accepted Nomination message is due to errors and omissions on the part of the Shipper, Energinet.dk shall use its best endeavours to realise the flow which the Shipper originally wanted to nominate.

6.5 Principles for reduction in Nominations, Accepted Nominations and Renominations

If Energinet.dk reduces the Shipper's Nominations, Accepted Nominations and Renominations in accordance with clauses 6.5.1 and 6.5.3 - 6.5.5, all relevant Nominations, Accepted Nominations and Renominations will be reduced on a pro rata basis.

Notwithstanding the above, each Shipper may prioritise its Shipper Code pairs in the order in which its Nominations and Renominations shall be reduced. This can be done by prioritising the relevant Shipper Code pairs in connection with the combined Nomination and Renomination.

6.5.1 Reduction of Nominations and Renominations exceeding the Shipper's Capacity

A Shipper's Nominations and Renominations at the Entry Point and Exit Points shall not exceed its pooled Capacity at or in the respective Entry and Exit Points. If the said pooled Capacity is exceeded, Energinet.dk shall reduce the relevant Nominations and Renominations.

6.5.2 Priority of Nominations and Renominations in respect of Firm and Interruptible Capacity

The Nominations of Firm and Interruptible Capacity are ranked in relation to each other by Energinet.dk. A Shipper's Nomination of Firm Capacity at an Entry or Exit Point is given a higher priority than (part of) a Shipper's Nomination of Interruptible Capacity. Accordingly, a Shipper's Accepted Nomination of Interruptible Capacity can be changed if another Shipper with a Firm Capacity Contract makes a Renomination of Firm Capacity.

Energinet.dk shall always:

- a) give higher priority to Nominations and Renominations of Firm Capacity than Nominations and Renominations of Interruptible Level 1 Capacity; and
- b) give higher priority to Nominations and Renominations of Interruptible Level 1 Capacity than Nominations and Renominations of Interruptible Level 2 Capacity.

If several Shippers have acquired Interruptible Level 1 Capacity, and the total of Nominations exceed the available Firm Capacity, the priority of Nominations in relation to Interruptible Level 1 Capacity shall be determined based on the contractual timestamp of the respective Capacity Agreements governing Interruptible Level 1 Capacity. Capacity Agreements concerning Interruptible Level 1 Capacity coming into force earlier shall prevail over Capacity Agreements concerning Interruptible Level 1 Capacity coming into force later. If, after applying the procedure described in the preceding, two or more Nominations are ranked at the same position and Energinet.dk does not reduce all of them to zero, a pro rata reduction of these specific Nominations shall apply. The same procedure applies for Interruptible Level 2 Capacity. Notwithstanding the above, Energinet.dk is not responsible for any Matching and curtailment performed by operators of the Adjacent System.

The pro rata distribution of excess Capacity between Shippers with Interruptible Capacity is based on the Nominations and Renominations most recently received from each Shipper and its Counterparties.

The pro rata distribution of Nominations relating to Interruptible Capacity is not final until Energinet.dk has accepted or reduced the last possible Renominations for a given Hour by means of an Accepted Nomination. Accordingly, an Accepted Nomination of Interruptible Capacity received by the Shipper more than 1 Hour before the Hour to which the underlying Nomination relates, can be changed.

6.5.3 Reduction due to repairs, maintenance or reduced capacity

Energinet.dk may reduce the Accepted Nominations if the Capacity is temporarily reduced in all or part of the Transmission System, Storage Facilities or Adjacent Systems due to:

- a) repair and maintenance being conducted, see clause 10 as well as RGS; or
- b) physical or operational circumstances, in which case Energinet.dk or Gas Storage Denmark issues a reduced capacity notice, see clause 14 as well as RGS.

6.5.4 Reduction due to failure to comply with Quality and Delivery Specifications

If the Natural Gas does not comply or is not expected to comply with the stipulated Quantity and Delivery Specifications and Energinet.dk, Gas Storage Denmark or the operators of the Adjacent System refuse to receive, at the Entry, Storage or Exit Point(s), the Natural Gas transported by the Shipper, see clauses 11.2 b) - c), 11.3 c) and 11.4 a), the Shipper's Accepted Nominations or Renominations hereof shall be reduced for the number of Hours/Gas Days the situation persists.

6.5.5 Restrictions and reductions due to Emergency or Force Majeure

Energinet.dk is entitled to implement restrictions in relation to a Shipper's Nominations, reduce Accepted Nominations and Renominations hereof in Emergency, see clause 16 or Force Majeure, see clause 15.

6.6 Matching procedure at Entry, Exit and Storage Point(s)

Before and during the Gas Day, Energinet.dk, operators of the Adjacent System and Gas Storage Denmark undertake continuous Matching of:

- a) the Shipper's latest Nominations for the Entry Point and Renominations thereof with the latest Nominations/Renominations made by the Shipper's Counterparties at the Entry Point in the Adjacent Systems;
- b) the Shipper's latest GTF Nominations and Renominations hereof with the latest Nomination/Renomination of the Shipper's Counterparties at the GTF;
- c) the Shippers's possible Nomination/Renomination for the ETF Point with the Nominations following from the Shipper's trades at Gaspoint Nordic;
- d) the Shipper's latest Nominations for the Storage Point or Renominations with the latest Nominations/Renominations made by the Shipper's Counterparties at the Storage Point; and
- e) the Shipper's latest Nominations for the Exit Point and Renominations thereof with the latest Nominations/Renominations made by the Shipper's Counterparties at the Exit Point in the Adjacent Systems.

If Matching is undertaken on the basis of Renominations received from the Shippers or their Counterparties after 04:00 before the Gas Day, this will in pursuance of clause 6.3 a) only be effective for the remaining Hours of the Gas Day.

If a Shipper's most recent Nomination and Renominations do not correspond to the most recent Nominations and Renominations made by its Counterparties at the relevant Storage, Entry or Exit Point(s), the Accepted Nominations shall be reduced to the lowest of the values nominated or renominated.

6.7 The auxiliary point HP Ellund

As regards the auxiliary point HP Ellund, Energinet.dk receives Nominations etc. from the operator of the Adjacent System. The deadline and specific terms for Nominations etc. related to HP Ellund is governed by the operator of the Adjacent System.

On each Gas Day before 18:00, Energinet.dk shall inform the Shipper:

- a) whether the Nominations for the following Gas Day have been accepted;
- b) whether one or more of the Nominations have been reduced, see clause 6.5.

Nominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question.

7. Allocation

Allocation of Natural Gas quantities is used as the basis for determining the Shipper's payment in the Transmission System.

7.1 Allocation principle applied at the Entry and Exit Points

At the Entry and Exit Points a quantity of Natural Gas corresponding to the Accepted Nomination is allocated to the Shipper every Hour, while the difference between the Accepted Nomination and the measurement performed at the points in question is allocated to a buffer account handled by operators of the Adjacent System and Energinet.dk.

Energinet.dk shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet.dk has received the data required for Matching, and thus for Allocation, from the Adjacent System operators.

7.2 Allocation principle applied at the BNG Entry Point

At the BNG Entry Point, the Shipper is allocated a quantity of BNG every Hour corresponding to the sum of the metered value in the same Hour at the Metering Points for BNG in the BNG Portfolio in question.

If several Shippers transport BNG from a BNG Portfolio, the quantities of BNG shall be allocated to the Shippers on a pro rata basis in relation to the Accepted Nominations for the Hour in question at the BNG Portfolio.

If Energinet.dk is notified by the relevant Network Owner that delivery of BNG has been suspended for whatever reason, Energinet.dk will inform the Shipper of this and no BNG will be allocated to the Shipper. Notwithstanding the latter, the Shipper shall continue to conduct Nominations for the BNG Portfolio, however, the Shipper shall state "0" in its Nominations.

Energinet.dk shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantity allocated to the Shipper on the preceding Gas Day.

7.3 Allocation principle applied at the Storage Point

At the Storage Point a quantity of Natural Gas is allocated to the Shippers every Hour corresponding to their Accepted Nomination for each Hour. Reference is made to RGS.

Energinet.dk shall before 14:00 on each Gas Day inform the Shippers of the Natural Gas quantities allocated on the previous Gas Day.

7.4 Allocation principle applied for Gas Transfers

Energinet.dk shall carry out Allocation at the GTF Point for both the Transferring Shipper and the Receiving Shipper (as these terms are defined in Rules for GTF) in accordance with the procedures specified in Rules for GTF.

Allocation at the ETF Point must be carried out by Energinet.dk on the basis of the Nominations resulting from trades at Gaspoint Nordic in accordance with the procedures set out in the Rules for ETF.

7.5 Allocation principle applied at the Exit Zone for Daily Read Metering Sites

7.5.1 Allocation principle applied at the Direct Sites

At a Direct Site the Shipper every Hour is allocated a quantity of Natural Gas corresponding to the metered value in the same Hour at the Direct Site in question.

If several Shippers in the Transmission System transport Natural Gas to a Direct Site, the Natural Gas quantities shall be allocated to the Shippers on a pro rata basis in relation to the Accepted Nominations for the Hour in question at the Direct Site.

Energinet.dk shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantity allocated to the Shipper on the preceding Gas Day.

7.5.2 Allocation principle applied to the Distribution Network

The Daily Read Metering Sites in the Distribution Network each Hour is allocated a quantity of Natural Gas corresponding to the metered value in the same Hour at the Metering Sites in question.

If a Daily Read Metering Site is supplied with Natural Gas by two Gas Suppliers, the consumed quantities shall be distributed between the Gas Suppliers on the basis of the principle for allocation agreed with the Distribution Company in question.

7.5.3 Allocation principle applied to the Transmission System in the Allocation Area

In the Transmission System the Shipper shall be allocated a quantity of Natural Gas every Hour corresponding to the sum of the delivered quantities allocated to the Gas Suppliers for whom the Shipper transports Natural Gas.

If a Gas Supplier has Natural Gas transported by several Shippers in the Transmission System, the Gas Supplier's delivered quantity is allocated to the Shippers on a pro rata basis in accordance with the Accepted Nominations in the Allocation Area for the Hour in question.

Energinet.dk shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet.dk has received the necessary data from the Distribution Companies.

If the Shipper acts as its own Gas Supplier, the Shipper shall check that Allocations received daily from Energinet.dk correspond to the daily consumption statements received from the Distribution Company. If the Shipper finds any discrepancies, he shall immediately inform both the Distribution Company and Energinet.dk hereof.

7.6 Allocation principle applied at the Exit Zone for Non-Daily Read Metering Sites

7.6.1 Allocation principle applied to the Transmission System in the Allocation Area

The Distribution Companies shall distribute the Residual Consumption between the Gas Suppliers in a Distribution Network on the basis of each Gas Supplier's market share quotient (Distributed Residual Consumption).

The Distribution Companies shall before 11:00 on each Gas Day inform Energinet.dk of the Residual Consumption calculated for the preceding Gas Day.

Energinet.dk shall periodise the Distributed Residual Consumption over the 24 Hours of the Gas Day by means of an Hourly Distribution Key. At the transition to wintertime, the Hourly Distribution Key's value for the Hour between 02:00 and 03:00 shall be reused, so that the Gas Day lasts 25 Hours. At the transition to summertime, the Hourly Distribution Key's value for the same Hour shall be omitted, so that the Gas Day lasts 23 Hours. Changes can be made to the Hourly Distribution Key if Energinet.dk ascertains changes in the distribution of the Distributed Residual Consumption over the Gas Day. Changes can be made by giving at least one Month's notice to the other Players.

In the Transmission System, the Shipper shall be allocated a quantity of Natural Gas every Hour corresponding to the hourly Distributed Residual Consumption related to the Gas Suppliers on whose behalf the Shipper transports Natural Gas.

If a Gas Supplier has Natural Gas transported by several Shippers in the Transmission System, the Gas Supplier's hourly Distributed Residual Consumption shall be allocated to the Shippers on a pro rata basis in accordance with the Accepted Nominations in the Allocation Area for the Hour in question. The provision concerning pro rata between Shippers in pursuance of the Accepted Nominations may be substituted by another principle of allocation as agreed between the Shippers and Energinet.dk.

Energinet.dk shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet.dk has received the necessary data from the Distribution Companies.

On the basis of the information received about the individual Gas Supplier's Distributed Residual Consumption, Energinet.dk shall calculate each Gas Supplier's Total Distributed Residual Consumption collectively for all Distribution Networks. The Total Distributed Residual Consumption shall be calculated as the sum of the Gas Supplier's Distributed Residual Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

7.7 Update of Allocations and settlement principles

7.7.1 Update of Allocations

The Allocation as described in clauses 7.2, 7.5 and 7.6 is updated and communicated to the relevant Players in accordance with the following routines:

- a) The daily routine takes place immediately after the end of each Gas Day on the basis of Unvalidated Data. Meter data are collected and the sums are calculated.
- b) The monthly routine takes place after the end of each month and is based on Validated Data. Meter data are recollected and the sums resulting from the daily routine are recalculated.
- c) The 1st Correction takes place 4 months after the Month in question and is based on the most recent set of corrected meter data. All meter data are recollected and the sums are

recalculated. The detailed rules on 1st Correction and the basis of this procedure are provided in the RfGD and Rules for BNG, respectively.

- d) The 2nd Correction takes place 15 months after the Month in question and is based on the most recent set of corrected meter data. All meter data are recollected and the sums are recalculated. The detailed rules on 2nd Correction and the basis of this procedure are provided in the RfGD and Rules for BNG, respectively.
- e) Independently of the 1st and 2nd Corrections, Energinet.dk may choose to initiate an extraordinary correction if, for quite exceptional reasons, Energinet.dk considers such procedure necessary.

Reconciliation takes place as described in clause 7.7.3.

7.7.2 Gas Supplier's Total Periodised Consumption

The Monthly Consumption at Monthly Read Metering Sites shall be read or estimated each Month at the end of every Month. The Annual Consumption at Annually Read Metering Sites shall be read or estimated every Year at year-end. The Distribution Companies shall provide the relevant Gas Supplier with information about each consumption reading.

The Annual Consumption at each Annually Read Metering Site shall be periodised over the preceding 12 Months (Periodised Annual Consumption).

Each Gas Supplier's Periodised Consumption shall be calculated every Month as the sum of the Periodised Annual Consumption at all the Annually Read Metering Sites which the Gas Supplier supplies with Natural Gas and the sum of the Monthly Consumption at all Monthly Read Metering Sites which the Gas Supplier supplies with Natural Gas (Periodised Consumption).

For each month in which the Distribution Companies have periodised their Annual Consumption at all Annually Read Metering Sites in the Distribution Network, the Distribution Companies shall submit the Periodised Consumption for such Months to Energinet.dk.

On the basis of the information received on Periodised Consumption, Energinet.dk shall calculate each Gas Supplier's Total Periodised Consumption for all Distribution Network collectively. The Gas Supplier's Total Periodised Consumption shall be calculated as the sum of all the Gas Supplier's Periodised Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

The detailed rules on periodisation and the basis hereof are provided in the RfGD.

7.7.3 Reconciliation

The difference between a Gas Supplier's Total Distributed Residual Consumption and its Total Periodised Consumption is called the monthly positive or negative energy balance (settlement hereof is called Reconciliation).

Energinet.dk shall calculate a balance amount for each individual portfolio of Non-Daily Read Metering Sites by multiplying the monthly energy balances by the Neutral Gas Price. The balance amount shall be accumulated for each Shipper for all Distribution Networks collectively by summing up the amounts for the portfolios of Non-Daily Read Metering Sites which the Shipper

in question has supplied with Natural Gas. The statement of energy quantities between Shippers and Gas Suppliers is a matter solely between these parties.

On the basis of the difference between a Gas Supplier's Total Distributed Residual Consumption and its Total Periodised Consumption, the Commodity Charge in the Transmission System shall be redistributed between the Shippers.

Energinet.dk shall calculate a balance amount for each Shipper for all Distribution Networks as a whole by multiplying the monthly energy balances by the Commodity Charge in the Transmission System.

8. Delivery and redelivery conditions

8.1 Conditions concerning the GTF, Entry, Storage and Exit Point(s)

Upon delivery or redelivery of Natural Gas to and from the GTF, Entry, Storage and Exit Point(s), an hourly quantity of Natural Gas corresponding to the Accepted Nomination shall be considered as having been supplied in the same Hour.

8.2 Conditions concerning the BNG Entry Point

8.2.1 Energinet.dk's obligation to receive at the BNG Entry Point

Each Hour at the BNG Entry Point, Energinet.dk shall receive the Shipper's quantity of BNG allocated at the BNG Portfolio for the Hour in question.

If, in any Hour, the Shipper delivers quantities of BNG larger than specified for the Hour in question in the Accepted Nomination to the BNG Entry Point, Energinet.dk shall, to the extent possible, seek to receive such additional quantities provided it can be done without causing operational problems in the Danish Gas System. However, the delivery cannot exceed the Maximum Hourly Quantity at the BNG Entry Point, calculated for all of the Shipper's Capacity Agreements as a whole.

If a Shipper's total hourly delivery at the BNG Entry Point deviates more than permitted according to clauses 6.4, 6.5 and 8.2.2 for 2 Gas Days or more in the preceding 30 Gas Days, Energinet.dk has the right to order the Shipper to stop or reduce its delivery at the BNG Entry Point.

If, in accordance with the foregoing, Energinet.dk is unable to receive the BNG quantities specified in the Accepted Nomination at the BNG Entry Point, imbalances may occur between the Shipper's daily deliveries. In such case Energinet.dk shall settle any positive or negative imbalances of BNG at the Neutral Gas Price.

8.2.2 Shipper's delivery at the BNG Entry Point

The Shipper shall each Hour at the BNG Entry Point deliver the BNG quantities specified for the Hour concerned in the Accepted Nomination.

The Shipper's total Gas Day delivery to the BNG Entry Point cannot deviate by more than plus/minus 20 per cent from the quantity of BNG stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations at the BNG Entry Point.

The Shipper's total hourly delivery to the BNG Entry Point cannot exceed the Maximum Hourly Quantity at the BNG Entry Point for all of the Shipper's Capacity Agreements collectively.

Fees related to the BNG Entry Point follow according to clause 17.2 a) ii) and c).

8.3 Conditions concerning the Exit Zone

8.3.1 Energinet.dk's redelivery obligation in the Exit Zone

Each Hour in each Allocation Area or at each Direct Site, Energinet.dk shall redeliver to the Shipper the Natural Gas quantity stipulated for the Hour in question in the Accepted Nomination applicable to the Allocation Area or Direct Site in question.

If, in any Hour, the Shipper offtakes Natural Gas quantities larger than the ones specified for the Hour in question in the Accepted Nomination in the Allocation Area or at the Direct Site, Energinet.dk shall, to the extent possible, seek to redeliver such additional quantities provided it can be done without causing operational problems in the Transmission System. However, the redelivery cannot exceed the Maximum Hourly Quantity in the Exit Zone, calculated for all of the Shipper's Capacity Agreements as a whole.

If a Shipper's total hourly offtake in the Exit Zone deviates more than permitted according to clauses 6.4, 6.5 and 8.3.2 for 2 Gas Days or more during the preceding 30 Gas Days, Energinet.dk is entitled to suspend either in full or in part the redelivery of the Shipper's Natural Gas quantities or to order the Shipper to stop or reduce its offtake in all or part of the Exit Zone.

Energinet.dk is not obliged to redeliver Natural Gas quantities if such quantities in the Hour exceed the physical Capacity announced by Energinet.dk for the individual Transition Point, see Energinet.dk's website.

If, in accordance with the foregoing, Energinet.dk is unable to redeliver the Natural Gas quantities specified in the Accepted Nomination in the Allocation Area or at the Direct Site, as the case may be, imbalances may occur between the Shipper's daily deliveries. In such case Energinet.dk shall settle any positive or negative imbalances of Natural Gas at the Neutral Gas Price.

8.3.2 Shipper's offtake in the Exit Zone

Every Hour in each Allocation Area or at each Direct Site, as the case may be, the Shipper must take the Natural Gas quantities specified for the relevant Hour in the Accepted Nomination in the Allocation Area or at the Direct Site, as the case may be.

The Shipper's total Gas Day offtake in the Exit Zone cannot deviate by more than plus/minus 20 per cent from the Natural Gas quantity stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations in the Exit Zone.

A Shipper's total hourly offtake in an Allocation Area or at a Direct Site cannot exceed the Maximum Hourly Quantity in the Exit Zone for the Shipper's Capacity Agreements collectively.

Fees related to the Exit Zone follow according to clause 17.2 a) i) and b).

8.4 Liability, risk and right of disposal

At the Entry Points the liability and risk for the Natural Gas and the right of disposal to the Natural Gas shall pass from the Shipper to Energinet.dk. The foregoing shall not affect the Shipper's liability according to clause 11.3 e).

At the Storage Point the liability and risk for the Natural Gas and the right of disposal to the Natural Gas shall pass from Energinet.dk to Gas Storage Denmark and vice versa.

In the Allocation Areas, at the Direct Sites or the Exit Point the liability and risk for the Natural Gas and the right of disposal to such Natural Gas shall pass from Energinet.dk to the Shipper. The foregoing shall not affect Energinet.dk's liability according to clauses 11.4 d) and 11.5 b).

9. Balancing

9.1 General

Energinet.dk is responsible for the ongoing balancing of the Danish Gas System. The Shipper shall be responsible to balance their deliveries and offtake in order to minimize the need for Energinet.dk to undertake balancing actions.

Each Gas Day the Shipper shall deliver to Energinet.dk at the Storage, Entry, BNG Entry, GTF and ETF Point(s) a daily quantity which corresponds to the total quantity offtaken by the Shipper at the Exit Zone, GTF, ETF, Storage and Exit Point(s) on the same Gas Day.

If the sum of the Shipper's deliveries for the Gas Day is not equal to the sum of his offtake for this Gas Day, the Shipper is deemed imbalanced for this Gas Day and charges for Daily Imbalance Quantities shall be applied in accordance with clause 17.2 0 i)-iii). But in the event that data performance for within-day data is below a certain level, Energinet.dk shall pay the Shipper pursuant to clause 17.2 d) iv).

Shippers may pool imbalances between deliveries and offtake in the entire Danish Gas System in accordance with the following provisions. However, if necessary due to physical factors in the Transmission System, Energinet.dk may restrict the right to pool such imbalances in all or parts of the Danish Gas System.

9.2 Daily balancing

9.2.1 Energinet.dk's information duty towards Shippers before the Gas Day

At 13.00 on the Gas Day before the Gas Day, Energinet.dk shall inform the Shipper about his expected offtake of Non-Daily Read Metering Sites for each Allocation Area for the following Gas Day based on forecast.

9.2.2 Energinet.dk's information duty towards Shippers during the Gas Day

Before 06.45 on the Gas Day, Energinet.dk shall on Energinet.dk Online publish the Green Zone for the Gas Day in question.

Starting at 6.45 on the Gas Day, Energinet.dk shall every Hour on minute 45 until 02:45 on Energinet.dk Online publish the Estimated Balance for the Gas Day.

At the times listed below, Energinet.dk shall inform the Shipper about deliveries from the Shipper's BNG Portfolio(s) for each Network Area, offtake from the Shipper's Consumer Portfolio(s) consisting of Daily Read Metering Sites for each Allocation Area and the offtake from Direct Site(s):

- Before 13.45 on the Gas Day, Energinet.dk shall send information on offtake and deliveries covering the interval from 06.00 to 12.00 for the Gas Day.
- Before 16.45 on the Gas Day, Energinet.dk shall send information on offtake and deliveries covering the interval from 06.00 to 15.00 for the Gas Day.
- Before 19.45 on the Gas Day, Energinet.dk shall send information on offtake and deliveries covering the interval from 06.00 to 18.00 for the Gas Day.
- Before 22.45 on the Gas Day, Energinet.dk shall send information on offtake and deliveries covering the interval from 06.00 to 21.00 for the Gas Day.

- Before 01.45 on the Gas Day, Energinet.dk shall send information on offtake and deliveries covering the interval from 06.00 to 24.00 for the Gas Day.

At the same times stated above, Energinet.dk shall inform the Shipper about his expected offtake of Non-Daily Read Metering Sites for each Allocation Area based on forecast.

9.2.3 Energinet.dk's actions during the Gas Day

In case the published value of the Estimated Balance is in the Yellow Zone during the Hour preceding the below listed time intervals, Energinet.dk may trade at Gaspoint Nordic. Energinet.dk may trade, partly or entirely, the quantities corresponding to the difference between the latest value of the Estimated Balance and the value that defines the border between the Green Zone and the Yellow Zone in relation to within day product. The difference shall be round up to the smallest tradable unit at Gaspoint Nordic. If the Estimated Balance is in the Yellow Zone, Energinet.dk may trade every Hour between 09.00 and 18.00 and within the time intervals 20.05-20.15 and 23.05-23.15 respectively.

Energinet.dk publishes at Energinet.dk Online information on the highest purchase price and the lowest sell price of Energinet.dk's trades at Gaspoint Nordic.

9.2.4 Energinet.dk's information duty towards Shippers the following Gas Day

Based on Unvalidated Data Energinet.dk shall before 14.00 on the following Gas Day inform the Shipper of the Daily Imbalance Quantity allocated to the Shipper.

Based on Unvalidated Data Energinet.dk shall before 14.00 on the following Gas Day publish the Calculated Balance for the preceding Gas Day.

10. Repair and maintenance

10.1 Repair and maintenance

- a) Energinet.dk shall be released in full or in part from its obligations under clause 8 above to receive and transport Natural Gas on behalf of Shippers to the extent necessary due to repair and maintenance activities. Energinet.dk shall to the extent possible perform such activities in the period 1 May to 31 October.
- b) Energinet.dk shall seek to perform repair and maintenance activities as quickly as possible and, to the greatest degree possible, without detriment to the fulfilment of the Shippers' transport requirements. Energinet.dk shall to the extent possible coordinate repair and maintenance activities with the Distribution Companies and Gas Storage Denmark.
- c) Once each calendar year Energinet.dk shall provide information about the periods scheduled for repair and maintenance in the following 12-Month period.

11. Quality and Delivery Specifications

11.1 Quality and Delivery Specifications

- a) Shippers shall ensure that Natural Gas delivered to the Danish Gas System at the Entry Points complies with the version of the Danish gas regulations applicable at any time, the technical specifications for Natural Gas in the "2nd gas family, Group H", and the Quality and Delivery Specifications set out in the attached Appendix 1 as subsequently amended.
- b) Energinet.dk shall ensure that Natural Gas delivered to a Shipper at the Exit Zone, at the Storage Point for the purpose of injection into the Storage Facilities and at the Exit Points complies with the Quality and Delivery Specifications. The relevant Distribution Company is responsible towards the Consumers' in respect of compliance with the requirements regarding pressure and temperature at the Consumption Site.
- c) Gas Storage Denmark shall ensure that Natural Gas delivered to a Shipper at the Storage Point after being withdrawn from the Storage Facilities complies with the Quality and Delivery Specifications, see RGS.

11.2 Non-compliance at the Storage Point

- a) If Energinet.dk or Gas Storage Denmark receives information or becomes aware that Natural Gas intended for delivery to another party's system at the Storage Point is expected not to comply with the Quality and Delivery Specifications, the transferring party shall immediately inform the other party and the Shippers expected to be affected by such non-compliance hereof. The information shall include the expected extent, nature and duration of the deviation.
- b) If the Natural Gas made available by Energinet.dk for redelivery at the Storage Point does not or is not expected to comply with the Quality and Delivery Specifications, Gas Storage Denmark can (both acting on behalf of the Shippers/Storage Customers) in connection with redelivery of Natural Gas to the Storage Facilities from the Transmission System without notice refuse to receive the Natural Gas at the Storage Point.
- c) If the Natural Gas made available by Gas Storage Denmark for delivery at the Storage Point does not or is not expected to comply with the Quality and Delivery Specifications, Energinet.dk can (acting on behalf of the Shippers/Storage Customer) in connection with the delivery of Natural Gas from the Storage Facilities to the Transmission System without prior notice refuse to receive the Natural Gas at the Storage Point.

11.3 Non-compliance at the Entry Point

- a) If a Shipper receives information or becomes aware that the Natural Gas nominated for delivery by the Shipper at an Entry Point may not comply with the Quality and Delivery Specifications, the Shipper shall immediately inform Energinet.dk hereof, providing details such as expected extent, nature and duration of the non-compliance and other relevant information.

- b) As soon as the Shipper has been informed that the Natural Gas nominated for delivery at an Entry Point may not comply with the Quality and Delivery Specifications, the Shipper shall take the necessary steps to solve the problem.
- c) If the Natural Gas made available by the Shipper for delivery at an Entry Point does not or is not expected to comply with the Quality and Delivery Specifications, Energinet.dk is entitled without giving any notice to refuse either in full or in part to receive and transport the Shipper's Natural Gas. The transport of Natural Gas can commence when it has been documented that the Natural Gas complies with the Quality and Delivery Specifications.

In the Hours/Gas Days during which Energinet.dk refuses in full or in part to receive and transport a quantity of Natural Gas, the Shipper's Nominations and Allocations at the relevant Entry Point shall be reduced by the quantity of Natural Gas refused, see clauses 6.5.4 and 7.1.

- d) If Energinet.dk agrees to receive and transport Natural Gas not complying with the Quality and Delivery Specifications, the Shipper shall pay an off-spec fee to Energinet.dk in accordance with clause 17.2 f) i).
- e) If Energinet.dk has received Natural Gas not complying with the Quality and Delivery Specifications, the Shipper shall pay an off-spec fee to Energinet.dk in accordance with clause 17.2 f) i) and damages in accordance with clause 22.2.

11.4 Non-compliance at the Exit Point

- a) If the Natural Gas made available by Energinet.dk for redelivery at the Exit Point deviates from the Quality and Delivery Specifications, the Shipper is entitled to refuse to receive such Natural Gas and may also claim damages in accordance with clause 22.2. If the Shipper has refused to receive the Natural Gas in accordance with this clause 11.4 a), Energinet.dk is entitled to order the Shipper to stop the deliveries to the Entry Point.
- b) For the number of Hours the Shipper delivers Natural Gas at the Entry, GTF and Storage Point(s) without offtaking Natural Gas at the Exit Point due to non-compliance with the Quality and Delivery Specifications, Energinet.dk shall pay the Shipper an amount in accordance with clause 17.2 f) iii) for such Natural Gas quantities.

However, Energinet.dk shall not pay such amount to the Shipper if it has ordered the Shipper to stop the deliveries in accordance with clause 11.4 a).

If the Shipper rightfully refuses to offtake Natural Gas in accordance with this clause and Energinet.dk does not order the Shipper to stop the deliveries at the Entry Point, in accordance with clause 11.4 a), imbalances may occur between the Shipper's daily deliveries at the Entry Point and daily offtake at the Exit Point. Such imbalances shall be settled by Energinet.dk by adjusting the Shipper's balance statement by the relevant imbalance.

- c) If the Shipper agrees to receive Natural Gas not complying with the Quality and Delivery Specifications, Energinet.dk shall pay an off-spec fee to the Shipper in accordance with clause 17.2 f) ii).
- d) If the Shipper has had Natural Gas not complying with the Quality and Delivery Specifications redelivered without Energinet.dk having informed him of this, Energinet.dk shall

pay an off-spec fee to the Shipper in accordance with clause 17.2 f) ii) as well as damages in accordance with clause 22.2.

11.5 Non-compliance in the Exit Zone

- a) If the Natural Gas made available by Energinet.dk for redelivery in the Exit Zone does not comply with the Quality and Delivery Specifications and the Shipper's Gas Suppliers' Consumers offtake as well as the Shipper's Direct Consumer's Direct Sites offtake of the gas, the Shipper shall be compensated by Energinet.dk in the form of an off-spec fee in accordance with clause 17.2 f) ii).
- b) If the Shipper has had Natural Gas not complying with the Quality and Delivery Specifications redelivered without Energinet.dk having informed him of such non-compliance, Energinet.dk shall pay the Shipper an off-spec fee in accordance with clause 17.2 f) ii) as well as damages in accordance with clause 22.2.

12. Metering

12.1 General

In order for Energinet.dk to fulfil its obligations towards the Danish Gas System and to solve the tasks assigned to it as operator of the Transmission System, Energinet.dk shall, following consultation with the Distribution Companies, Gas Storage Denmark and other relevant Players in the Danish Gas Market, draft common regulations for metering describing the obligations and requirements for the Distribution Companies, Gas Storage Denmark and other relevant Players in the Danish Gas Market.

In special circumstances Energinet.dk may authorise a relevant Player in the Danish Gas Market to act on its behalf in respect of metering obligations.

12.2 Method of calculation

- a) According to RfG, Natural Gas shall be expressed in kWh in the Transmission System and the Distribution Network. Billing in the Distribution Network shall be made in accordance with the units of measurement specified in the Distribution Companies' Standard Conditions.
- b) The quantity of Natural Gas considered as having been made available at the Direct Site in a particular Hour shall be calculated by multiplying the metered mass or volume by the average Calorific Value relating to the Direct Site. The Calorific Value shall be determined by Energinet.dk at the actual individual Direct Sites or be calculated by means of Energinet.dk's metering facilities. The quantity shall be expressed in kWh.
- c) The quantity of Natural Gas considered as having been made available in the Allocation Area in a particular Hour is the sum of the energy calculated by multiplying the summed-up mass or volume metered at each Transition Point in the Allocation Area by the total average Calorific Value relating to the Transition Point and the sum of energy from the BNG Metering Points measured by the Distribution Companies. The Calorific Value shall be determined by Energinet.dk at the actual individual Transition Points or be calculated by means of Energinet.dk's metering facilities. The quantity shall be expressed in kWh.
- d) The Natural Gas quantities considered as having been made available from the Transition Points in a particular Hour shall be calculated by Energinet.dk by assigning an average Calorific Value to each Transition Point. The Distribution Companies shall allocate the Calorific Value from the Transition Point to the Consumption Sites located in their Allocation Areas and convert the Natural Gas quantities delivered into energy in kWh.
- e) The Natural Gas quantities allocated at the BNG Portfolio must be converted into energy by the Network Owner. The Calorific Value used for this conversion is measured by the Network Owner at the Metering Points for BNG.

12.3 Metering at Entry, Exit and Transition Points as well as Direct Sites

- a) Energinet.dk shall ensure that the Gas Metering Systems are established, operated and maintained at the Direct Sites and each Transition Point.

The Metering Systems shall meter mass or volume adjusted for the pressure and temperature of the Natural Gas delivered at the Direct Sites and each Transition Point.

- b) At the Entry and Exit Points, the Direct Sites and each Transition Point Energinet.dk shall ensure that metering in accordance with clause 12.3 a) is performed in accordance with the version of Energinet.dk's gas metering manual/control manual applicable at any time.
- c) Energinet.dk shall ensure that Natural Gas supplied together with other Natural Gas can be identified using the allocation principles in clause 7.
- d) Energinet.dk shall have access on an ongoing basis to metering results in relation to the quantity, quality (if metered at the point in question), pressure and temperature of the Natural Gas delivered. The purpose of such access is to ensure that Energinet.dk can maintain stable, safe operation of the Transmission System and is able to prepare the energy balance accounts for the Shippers. Access is granted at the Entry and Exit Points, the Direct Sites and each Transition Point.

12.4 Verification and calibration of the Gas Metering System

- a) The accuracy of the Gas Metering System in metering quantity and quality at the Direct Sites and each Transition Point shall be verified by the operator of the Gas Metering System in accordance with the gas metering manuals/control manuals.
- b) The Gas Metering System instrumentation shall be calibrated to the extent technically possible through accredited calibration. If accredited calibration is not possible, another internationally recognised body shall perform the calibration.
- c) A Player may at any time ask Energinet.dk (the Gas Metering System at a Direct Site or Transition Point) to verify the Gas Metering System if the Player can prove such verification to be necessary and reasonable.

In such case, the verification shall be made as soon as possible after receipt of the request. If the verification shows that the Gas Metering System meters in accordance with the gas metering manuals/control manuals, the Player having requested such verification shall pay the costs of the verification. Otherwise, Energinet.dk shall pay the costs.

- d) Upon the request of a Player, Energinet.dk shall inform the Player of the current calibration, control or verification plans for the Gas Metering System at the Direct Sites and the Transition Points provided that the Player can document that access to such information is both necessary and reasonable.
- e) Players affected by the result of the verification of a given gas metering system shall have the right to be present when verification is performed.
- f) Upon request of one or more Players, Energinet.dk shall send a verification report or documentation of calibration in the form of either a calibration report or a calibration certificate after verification or calibration. The result of such verification or calibration shall be binding on the Players.

12.5 Handling of incorrect metering in the Gas Metering System

- a) If a part of a Gas Metering System at the Transition Points or the Direct Sites does not meter correctly, see clause 12.3 d), is out of operation or if the transfer of metered data to Energinet.dk is incomplete, Energinet.dk shall ensure that the errors are corrected.
- b) The quantity or quality of the Natural Gas having passed the Gas Metering System while the system was not metering correctly or was out of operation or while data transfers were incomplete shall be calculated on the basis of that or those of the following methods, which in view of the circumstances, is/are expected to provide the most accurate result:
 - i) a calibration test or calculation;
 - ii) an evaluation of deliveries or the quality under similar operating conditions while the Gas Metering System was metering correctly or the data transfers were complete; and
 - iii) on the basis of metering using another Gas Metering System if that system meters correctly.

- c) If the period in which the Gas Metering System was not metering correctly or was out of operation or in which data transfer errors occurred is not known, the period shall be regarded as having started from the last verification or calibration of the Gas Metering System.

In the first half of such period it shall be assumed that the Gas Metering System metered correctly and was not out of operation, and that no data transfer errors occurred.

In the other half of the above-mentioned period, one or more of the methods specified in clause 12.5 b) i) - iii) shall be applied.

- d) The quantity calculated in accordance with clause 12.5 b) and c) shall be used as the basis for invoicing in the Exit Zone. If invoicing has already taken place, the invoice shall be adjusted subsequently in connection with the next Correction or, in extraordinary cases, in connection with an Extraordinary Correction.
- e) If a Player suspects that a Gas Metering System has not been metering correctly or has been out of operation or that data transfer errors have occurred, the Player shall contact Energinet.dk about the matter in writing without undue delay as soon as such suspicion has arisen.
- f) Energinet.dk is not responsible for incorrect metering or data transfer errors originating from either the Storage Facilities' or the Adjacent Systems' Gas Metering Systems in Stenlille, Lille Torup, Nybro or Ellund.

12.6 Handling of incorrect metering in the Distribution Companies' Gas Metering Systems

- a) Incorrect metering occurring in the Distribution Companies' Gas Metering Systems at the Consumers' Metering Sites or at the BNG Metering Points and errors in the Distribution Companies' metered data due to operational problems, data transfer errors or incorrect

handling of changes of Gas Supplier and BNG Seller etc. are governed by the Distribution Companies' Standard Conditions and Rules for BNG respectively.

- b) Changes in the Distribution Companies' metered data shall be used as the basis for invoicing Shippers in the Transmission System. If Energinet.dk has already issued an invoice, such invoice shall be adjusted during 1st and 2nd Correction and, in extraordinary cases, in connection with an extraordinary correction.
- c) If a Player suspects that the Distribution Network's Gas Metering Systems have not metered correctly or have been out of operation, that data transfer errors have occurred or incorrect handling of either changes of Gas Supplier, BNG Seller or Player Relationship with a BNG Portfolio has taken place etc., the Player must contact the relevant Distribution Company about the matter immediately when suspicion arises.
- d) Energinet.dk cannot be held liable for incorrect metering on the part of the Distribution Companies if a situation has occurred in which the Distribution Network's Gas Metering Systems have not metered correctly or been out of operation, or in which data transfer errors have occurred or incorrect handling of changes of Gas Supplier or BNG Seller has taken place.

13. Technical Facilities

13.1 Technical facilities

Each relevant party shall establish the technical facilities, including Gas Metering Systems, required in order for each party to comply with RfG and the other obligations set out in the associated agreements. Such facilities shall be operational at the time required to fulfil the parties' obligations under RfG and the associated agreements.

14. Reduced capacity

If physical or operational matters result in temporarily reduced capacity in all or parts of the Transmission System, Energinet.dk may issue a reduced capacity notice to the Shippers.

If a reduced capacity notice is issued, Energinet.dk is entitled to order Shippers to reduce on pro rata basis or interrupt deliveries and offtake in the Danish Gas System for as long as capacity is reduced in all or parts of the Transmission System. Via the Gas Suppliers the Shipper shall ensure that the Consumers relevant to the Shipper comply with the order.

Energinet.dk shall distribute the part of the capacity available among the affected Shippers and other parties along the following lines:

- a) Consumers with Hyper3-interruptibility must be reduced before Non-Protected Consumption Sites and Protected Consumption Sites (in the order mentioned)
- b) The consequences for the Consumers must be minimised, including by not interrupting deliveries to Consumers sensitive to irregularities in their supply of Natural Gas.

If a Shipper or a Consumer associated with the Shipper does not comply with Energinet.dk's order to reduce or interrupt the delivery and offtake of Natural Gas in the Danish Gas System, the Shipper shall pay the overrun charge set out in clause 17.2 b) i) for the Natural Gas quantities by which Energinet.dk's order is exceeded. A claim for damages may also be made in accordance with clause 22.2.

15. Force Majeure

15.1 General

Force Majeure shall mean extraordinary circumstances arising after the signing of the agreements and being outside the control of the party in question provided that such party has exercised due care as required within the oil and gas industry and that such circumstances could not reasonably be overcome.

Without prejudice to the foregoing, the following circumstances shall always be regarded as Force Majeure:

Emergency, extraordinary natural forces (including landslide, lightning, earthquake, extraordinary storms, tidal waves, floods and flood erosion), lack of the necessary permits for construction or operation, measures taken by any government authority or other public authority or representative of such, whether the measures are valid or not, decisions made by a competent court, anti-social acts, wars, blockades, insurrections, disturbances, malicious damage, epidemics, quarantine provisions, fires, civil or military unrest, explosions, collapse of or damage to platforms, machines or pipelines and ancillary installations, freezing or hydrate formation in wells, valves and pipelines, failure of gas or oil wells, failure of storage facilities, failure or delay on the part of Shippers, delay on the part of sub-contractors, delayed delivery of plant and equipment, the dangers involved in sailing and navigation, impossibility of providing necessary manpower, machines, supplies, materials or subcontractors, IT failure and labour disputes (strikes, lockouts and any similar unrest on the labour market). Labour disputes shall be settled at the sole discretion of the party involved in the dispute.

Lack of funds is not Force Majeure.

15.2 General consequences of Force Majeure

If a party is unable either in full or in part to fulfil its obligations under one or more of the agreements due to Force Majeure, fulfilment of the obligations resting on the party in question under the relevant agreement(s) shall be suspended for as long as and to the extent that the impediment exists provided that the party affected promptly notifies the other parties of such Force Majeure by telephone, telefax or email and at the same time or within a reasonable period of time reports in writing on the specific details and the expected duration of the Force Majeure situation.

If, in consequence of a Force Majeure event, a party is only able to fulfil its obligations at disproportionately high costs, such party shall be regarded as being unable to fulfil its obligations in full or in part.

The party claiming Force Majeure shall seek to overcome the impediment to the fulfilment of its obligations and resume the fulfilment of such obligations as soon as can reasonably be demanded provided that this can be done without incurring disproportionately high costs.

15.3 Information

In the event of Force Majeure (including Emergency), Energinet.dk shall inform the relevant Players of the situation and of how and to what extent the supply of Natural Gas will be affect-

ed. Energinet.dk shall use its best efforts to give Shippers at least one Hour's prior warning of an interruption or reduction of the supply.

Shippers affected by Force Majeure shall in pursuance of clause 15.2 promptly notify Energinet.dk of such event by telephone, telefax or email and at the same time or within a reasonable period of time report in writing on the specific details and the expected duration of the Force Majeure situation.

15.4 Energinet.dk's obligations during a Force Majeure situation

In a Force Majeure situation where the Natural Gas is not being redelivered by Energinet.dk, Energinet.dk shall continue to fulfil its payment obligations according to clause 18.2 k) as long as the Shipper delivers Natural Gas to Energinet.dk.

15.5 Energinet.dk's Force Majeure

The Shipper shall continue to fulfil its obligations pursuant to clauses 18 and 19 as long as Energinet.dk ensures deliveries to the Shipper in a Force Majeure situation.

If Energinet.dk is unable to fulfil its obligations in accordance with a given Capacity Agreement due to Force Majeure, the Capacity Charge payable by the Shipper with regard to such Capacity shall be reduced correspondingly for such period. The Shipper's obligation to pay fees or charges in accordance with clause 17.2 a) - 0 shall be suspended.

15.6 The Shipper's Force Majeure

The Shipper's obligation to pay fees or charges in accordance with clause 17.2 a) - 0 shall be suspended:

- a) if, as a consequence of Force Majeure, the Shipper is unable to offtake the quantities redelivered under the relevant Capacity Agreement for a period of time and the Shipper or its Counterparty at the Entry Point is unable to cease the deliveries at the Entry Point in the same period; or
- b) if, for a period of time, as a consequence of Force Majeure, the Shipper or its Counterparty at the Entry Point is unable to deliver the Natural Gas quantities stipulated in the Capacity Agreement, and the Shipper is unable to cease the offtake in the same period.

15.7 Extended Force Majeure

If Force Majeure or repeated Force Majeure situations are expected to impede in full or in part the fulfilment of a party's obligations for a period of more than 60 Business Days, the parties shall seek a negotiated solution acceptable to the parties. If the parties are unable to agree on a solution within 30 Business Days after a request has been made for a negotiated solution, the party or parties having claimed Force Majeure are entitled to terminate the agreements affected by the Force Majeure situation.

16. Security of supply

Energinet.dk is responsible for the security of supply for the Danish Gas Market pursuant to the Danish Natural Gas Supply Act. During abnormal state of operation, Energinet.dk is entitled to activate each of the three crisis levels (Early Warning, Alert and Emergency) depending on the supply situation.

Prior to or at each of the three crisis levels, Energinet.dk will inform the Shippers and other relevant Players, including operators of the Adjacent Systems, about the supply situation, including information about capacities available or reduced in the Transmission System, as soon as Energinet.dk has relevant information. Energinet.dk will update the information at regular intervals during the three crisis levels.

16.1 Early Warning and Alert

16.1.1 Energinet.dk's rights and obligations

In the event of Early Warning or Alert, Natural Gas will be transported and distributed as in the normal state of operation. However, Energinet.dk may increase the adjustment-step 1 and 2 related to Daily Imbalance Quantities, as set out in the Price List, up to 100 per cent, and remove the maximum/minimum price levels described in 17.2 d) ii.

16.2 Emergency

16.2.1 Energinet.dk's rights and obligations

If, as a result of Emergency, Energinet.dk is unable to fulfil its obligations, in full or in part, in relation to a Shipper's Capacity Agreement, the fulfilment of the obligations resting on Energinet.dk is suspended for as long as and to the extent Emergency continues.

In the event of Emergency, imbalances are not allowed unless otherwise instructed by Energinet.dk.

Energinet.dk is entitled to give direct instructions regarding Nominations at Entry, Exit, Storage, GTF and ETF Point(s). If a Shipper does not comply with the instructions, Energinet.dk is entitled to alter the Nominations in accordance with the instructions or to exclude the Shipper from the Danish Gas Market.

Any non-compliance with Energinet.dk's instructions on the part of a Shipper or a Gas Supplier at the Emergency level is treated as a wilful act or omission.

Energinet.dk is entitled to include Natural Gas quantities subject to filling requirements in the Storage Facilities in accordance with separate agreements.

16.2.2 Shippers' and Storage Customers' obligations

In the event of Emergency, Shippers and Storage Customers shall:

- a) continue to deliver Natural Gas to the Danish Gas System at the Entry and GTF Point(s);

- b) inform Energinet.dk immediately if an event occurs materially affecting the Shipper's ability to deliver Natural Gas at the Entry, Exit, Storage, GTF and ETF Point(s); and
- c) make Natural Gas subject to filling requirements in the Storage Facilities available to Energinet.dk in accordance with separate agreements and comply with RfG unless otherwise instructed by Energinet.dk.

The Shippers shall continue to make Nominations in order to provide Energinet.dk with the best possible information about the expected offtake, despite the fact that Energinet.dk in Emergency may undertake to supply the Shippers' Gas Suppliers Consumers and the Shipper's Direct Consumer's Direct Sites, cf. clause 16.4.

Any Natural Gas delivered by a Shipper to the Danish Gas System is allocated in favour of the Shipper's balance. If all consumption within the Exit Zone cannot be covered by the Shipper's deliveries, Energinet.dk delivers the remaining. By delivering Natural Gas to the Exit Zone, the Shipper reduces the quantities delivered by Energinet.dk and will therefore not be invoiced by Energinet.dk for these quantities. Any Natural Gas delivered by the Shipper can be used for transit in accordance with clause 16.2.3, or will be purchased by Energinet.dk in accordance with clause 17.2 g).

16.2.3 Transit

Transit of Natural Gas shall be maintained during Emergency within the limits of the Danish Natural Gas Supply Act and the Security of Supply Regulation, always provided that:

- a) the Shipper make Natural Gas not subject to filling requirements available at the Entry, GTF and Storage Point. The Natural Gas quantities made available by the Shipper shall at least correspond to the Natural Gas quantities offtaken by the Shippers' Gas Suppliers Consumers and the Shipper's Direct Consumer's Direct Sites;
- b) the Shipper must balance its deliveries and offtake; and
- c) Energinet.dk shall be able to transport the Shippers' Natural Gas through the Transmission System. If, for example, pressure problems occur, Energinet.dk will do its best to provide a solution, including making proposals for the Shipper to deliver extra Natural Gas quantities to the Transmission System in order to maintain the pressure at the relevant Exit Point. If such extra Natural Gas quantities are not redelivered at the Exit Point, they shall be paid for in accordance with clause 17.2 g).

16.3 Collaboration

During Emergency, all parties shall collaborate with Energinet.dk to ensure that the Danish Gas Market is affected as little as possible and that the supply of Natural Gas is maintained to a reasonable extent.

16.4 Protected and Non-Protected Consumption Sites

Energinet.dk publishes every year on its website, not later than on 1 May, a list of Non-Protected Consumption Sites for the following Gas Year.

In the event of Emergency, the supply of Natural Gas to Non-Protected Consumption Sites shall be interrupted partially or fully at a notice of 72 Hours, if required by Energinet.dk.

16.5 Interruptible supply

A Consumer owning a Consumption Site connected to the Transmission System east of Egtved, with a minimum consumption of 2 million m³/Year, may choose interruptible supply with regard to all or part of the supply to the said Consumption Site. Energinet.dk offers Hyper3-interruptibility.

If a Consumer wishes to choose interruptible supply for the relevant Consumption site, the Consumer shall inform Energinet.dk thereof and participate in a tender for interruptible supply. A description of the process leading to agreements on interruptible supply including a detailed description of the tender and auction mechanism is available on Energinet.dk's website.

17. Charges and fees

Unless a charge is determined by way of Auction, the charges and fees applicable at any time is listed in the Price List, which can be found on Energinet.dk's website. Any charge or fee payable to Energinet.dk shall be paid in accordance with clauses 17 and 18.

17.1 Capacity Charges and Commodity Charge in the Transmission System

a) Firm Capacity

The Shipper shall pay a Capacity Charge for Firm Capacity.

Unless determined by way of Auction, the charge for Firm Capacity is announced in connection with FCFS.

b) Interruptible Capacity

The Shipper shall pay a Capacity Charge for Interruptible Capacity.

Unless determined by way of Auction, the charge for Interruptible Capacity follows from the Price List. The charges for Interruptible Capacity shall reflect the expected probability of Interruptible Capacity being available. Energinet.dk's estimations of the probability of Interruptible Capacity becoming available are based on a best-efforts basis evaluation of the physical Capacity, current Capacity Agreements, the non-binding quantity profiles received from the Shippers, obligations in relation to Adjacent Systems, historic patterns and other sources of information.

c) Commodity Charge

The Shipper shall pay a Commodity Charge for the Natural Gas quantities allocated at the Exit Points and in the Exit Zone.

For Natural Gas quantities delivered at a Direct Site, Energinet.dk invoices a separate Security of Supply Charge to the relevant Direct Site(s). For other Natural Gas quantities, Energinet.dk invoices Security of Supply Charge to the Protected and Non-Protected Consumption Sites via the Distribution Companies.

17.2 Other fees and charges

a) Nomination fee

i) Exit Zone

If the Shipper's total offtake in the Exit Zone in the Gas Day deviates by more than plus/minus 20 per cent from the Natural Gas quantity stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations in the Exit Zone, the Shipper shall pay a nomination fee.

Energinet.dk can if it deems it necessary reduce the above-mentioned percentages and replace the tolerances for the Gas Day and the Exit Zone with a specific tolerance for each Hour and each Allocation Area.

Shippers not having had Natural Gas transported on previous occasions in accordance with RfG may submit a request to Energinet.dk asking to be exempted from paying a nomination fee for a period of 2 Months calculated from the first Gas Day of the Shipper's first Capacity Period. Not later than 3 Business Days after receiving a request from a Shipper for exemption from paying the nomination fee, Energinet.dk shall inform the Shipper in writing whether such request has been granted.

ii) BNG Entry Point

If the Shipper's total delivery at the BNG Entry Point in the Gas Day deviates by more than plus/minus 20 per cent from the Natural Gas quantity stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations at the BNG Entry Point, the Shipper shall pay a nomination fee.

Energinet.dk can if it deems it necessary reduce the above-mentioned percentages and replace the tolerances for the Gas Day and the BNG Entry Point with a specific tolerance for each Hour and each Allocation Area.

Shippers not having had Natural Gas transported on previous occasions in accordance with RfG may submit a request to Energinet.dk asking to be exempted from paying a nomination fee for a period of 2 Months calculated from the first Gas Day in the Shipper's first Capacity Period. Not later than 3 Business Days after receiving a request from a Shipper about exemption from paying the nomination fee, Energinet.dk shall inform the Shipper in writing whether such request has been granted.

b) Overrun and underrun charge

i) Overrun charge related to the Exit Zone

If the Shipper's offtake in the Exit Zone in one or more Hours during the Gas Day exceeds the Shipper's pooled Capacity according to the monthly Validated Data, the Shipper shall pay the Capacity Charge for Daily Capacity (Firm Capacity) based on the overrun quantities for the Hour with the highest overrun during the relevant Gas Day. Further, a claim for damages may be set out in accordance with clause 22.2.

ii) Underrun charge in the Exit Zone, Entry and Exit Points

Energinet.dk shall pay an underrun charge to the Shipper for the Natural Gas quantities not delivered:

a) if Energinet.dk is unable to redeliver the Natural Gas quantities specified in the Accepted Nomination for the relevant Exit Zone, Entry and Exit Points; and

b) if the reason for such failure does not result from the conditions for Nominations, see clause 6, the conditions for balancing, see clause 9, failure to comply with the Quality and Delivery Specifications, see clauses 11.2 c), 11.3 c) and 11.4 a), repair and maintenance, see clause 10, reduced capacity, see clause 14, Force Majeure, see clause 15, or Emergency, see clause 16.

c) Overdelivery charge at the BNG Entry Point

If the Shipper's deliveries at the BNG Entry Point in one or more Hours during the Gas Day exceed the Shipper's pooled Capacity according to the monthly Validated Data, the Shipper shall pay the Capacity Charge for Daily Capacity (Firm Capacity) based on the overdelivery quantities for the Hour with the highest overdelivery during the relevant Gas Day. Further, a claim for damages may be set out in accordance with clause 22.2.

d) Daily imbalance charge

The Shipper shall be bound to pay or be entitled to receive (as appropriate) daily imbalance charges in relation to his Daily Imbalance Quantity for each Gas Day. Energinet.dk calculates a Daily Imbalance Quantity for each Shipper for each Gas Day in accordance with the following formula: Daily Imbalance Quantity = deliveries – offtakes.

To calculate daily imbalance charges for each Shipper, Energinet.dk shall multiply the Shipper's Daily Imbalance Quantity by the applicable price determined in accordance with below. The daily imbalance charge shall be based on the Daily Imbalance Quantity calculated from monthly Validated Data.

Daily imbalance charges shall be applied as follows:

(a) if the Shipper's Daily Imbalance Quantity for the Gas Day is positive then the Shipper shall be deemed to have sold Natural Gas to Energinet.dk equivalent to the Daily Imbalance Quantity and therefore shall be entitled to receive a credit in respect of daily imbalance charges from Energinet.dk; and

(b) if the Shipper's Daily Imbalance Quantity for the Gas Day is negative then the Shipper shall be deemed to have purchased Natural Gas from Energinet.dk equivalent to the Daily Imbalance Quantity and therefore shall be obliged to pay daily imbalance charges to Energinet.dk.

i) Green Zone through the Gas Day

In case the Estimated Balance and the Calculated Balance through the Gas Day is in the Green Zone the Daily Imbalance Quantity shall be settled at Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List.

ii) Energinet.dk trading and Yellow Zone during the Gas Day

In the event that Energinet.dk trades at Gaspoint Nordic in the Gas Day due to the Estimated Balance being in the Yellow Zone during the Gas Day, the Daily Imbalance Quantity shall be settled at either:

- a) Energinet.dk's marginal trade price (buy and/or sell) on the within-day product for balancing purposes in the Gas Day at Gaspoint Nordic; or
- b) the Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List, unless the Calculated Balance at the end of the Gas Day is in the Yellow Zone in which case the adjustment is equal to adjustment step 2 as set out in the Price List.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balance(s) was(were) positive when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the lowest of the above mentioned prices, down to a minimum of 65 % of the Neutral Gas Price. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balance(s) was(were) negative when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the highest of the above mentioned prices, up to a maximum of 135 % of the Neutral Gas Price.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balance(s) was(were) negative when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the Neutral Gas Price, minus an adjustment equal to adjustment step 1 as set out in the Price List. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balance(s) was(were) positive when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at Neutral Gas Price plus an adjustment equal to adjustment step 1 as set out in the Price List.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balances were both positive and negative when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at lowest of the above mentioned prices. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balances were both positive and negative when Energinet.dk traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the highest of the above mentioned prices.

iii) No Energinet.dk trading and Yellow Zone at the end of the Gas Day

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive, the Calculated Balance is negative and is in the Yellow Zone at the end of the Gas Day and Energinet.dk has not traded at Gaspoint Nordic for balancing purposes during the Gas Day, the Daily Imbalance Quantity shall be settled at the Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List. The same shall apply in the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative, the Calculated Balance is positive and in the Yellow Zone at the end of the Gas Day when Energinet.dk has not traded at Gaspoint Nordic for balancing purposes.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive, the Calculated Balance is positive and is in the Yellow Zone at the end of the Gas Day and Energinet.dk has not traded at Gaspoint Nordic for balancing purposes during the Gas Day, the Daily Imbalance Quantity shall be settled at the Neutral Gas Price adjusted in accordance with adjustment step 2 as set out in the Price List. The same shall apply in the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative, the Calculated Balance is negative and in the Yellow Zone at the end of the Gas Day when Energinet.dk has not traded at Gaspoint Nordic for balancing purposes.

iv) Data performance for within-day data

In the event that data performance for within-day data (the difference between monthly Validated Data and within-day data) aggregated for a Month is calculated to less than 95 %, Energinet.dk shall pay the Shipper for the difference between 95 % and the calculated number for data performance for the Month in question multiplied with settled charge for Daily Imbalance Quantity for each Gas Day. The payment is limited to the settled adjustment step 1 and/or adjustment step 2 and/or the difference between the marginal trade price and the Neutral Gas Price for the relevant Gas Day pursuant to clause 17.2 0 ii).

e) Reconciliation

Reconciliation pursuant to clause 7.7.3 takes place on a monthly basis and shall be made as a settlement at the Neutral Gas Price.

Energinet.dk shall pay monthly positive energy balances to the Shipper, and the Shipper shall pay monthly negative energy balances to Energinet.dk.

f) Off-spec fees, etc.**i) Off-spec fee at the Entry Point**

The off-spec fee in accordance with clause 11.3 d) and e), as set out in the Price List, shall be paid by the Shipper to Energinet.dk.

ii) Off-spec fee in the Exit Zone or at an Exit Point

The off-spec fee in accordance with clauses 11.4 c) and d) and clause 11.5 a) and b), as set out in the Price List, shall be paid by Energinet.dk to the Shipper.

iii) Delivery from the Shipper at the Entry Point despite rejection at the Exit Point on grounds of off-spec

For as long as the Shippers deliver Natural Gas at the Entry, GTF or Storage Point in accordance with clause 11.4 b), without the Natural Gas being redelivered at the Exit Point due to such Natural Gas being off-spec and consequently rejected by the Shippers, Energinet.dk shall pay the Shippers for such Natural Gas quantities at the price set out in the Price List.

If the Shipper's reasonable documented direct costs of purchasing the Natural Gas quantities delivered but not redelivered by Energinet.dk pursuant to clause 11.4 b) exceed the price set out in the Price List, Energinet.dk shall also pay compensation for such difference.

g) Charges in Emergency

For as long as the Shippers/Storage Customers, acting pursuant to clause 16.2.2 deliver Natural Gas to the Danish Gas System at the Entry Point or make Natural Gas available through the GTF or at the Storage Facilities, which is not redelivered in the Exit Zone, the GTF, Storage and Exit Point(s), Energinet.dk shall pay the Shippers/Storage Customers for such delivered Natural Gas quantities at the price set out in the Price List.

If the Shippers'/Storage Customers' reasonable, directly documented costs of purchasing the Natural Gas quantities delivered but not redelivered by Energinet.dk exceed the price set out in the Price List, Energinet.dk shall also compensate the Shippers/Storage Customers for such difference.

h) Charges for deliveries in Force Majeure situations

For as long as Energinet.dk ensures deliveries to the Consumers of the Shipper's Gas Suppliers as well as the Shipper's Direct Consumer's Direct Sites in a Force Majeure situation without the Shipper delivering Natural Gas at the Entry Point, see clause 15, or the Shipper delivers Natural Gas to Energinet.dk in a Force Majeure situation without such gas being redelivered through the GTF, at the Storage Point, in the Exit Zone or at the Exit Point, see clause 16, the Shipper shall pay Energinet.dk or vice versa for such Natural Gas quantities at the price set out in the Price List.

If the Shipper's reasonable, directly documented costs of purchasing the Natural Gas quantities delivered but not redelivered exceed the price set out in the Price List, Energinet.dk shall also compensate the Shipper for such difference.

17.3 Adjustment of fees and charges

All fees and charges for the following Gas Year will be published 1 Month before of the Auction of Annual Capacity. The Price List is published on Energinet.dk's website.

Energinet.dk may at its sole discretion furthermore adjust the fees and charges at any time.

18. Invoicing and payment

18.1 Invoicing of Shipper's Capacity

18.1.1 Annual, Quarterly and Monthly Capacity

Each Month Energinet.dk shall send an invoice to the Shipper for Annual, Quarterly and Monthly Capacity in the Transmission System pertaining to the Month in question to be paid in accordance with clauses 17.1 a) and b).

18.1.2 Daily and Within-day Capacity

Each Month Energinet.dk shall send an invoice to the Shipper for Daily and Within-day Capacity in the Transmission System for the preceding Month to the extent such Capacity has not yet been invoiced and such Capacity shall be paid in accordance with clauses 17.1 a) and b).

18.2 Monthly variable invoicing of Shippers

Energinet.dk shall invoice the Shippers as soon as possible each Month the following charges and fees for the preceding Month:

Commodity Charge

- a) the Commodity Charge in the Transmission System pertaining to the Month in question which the Shipper shall pay in accordance with clause 17.1 c);

Nomination fee

- b) daily quantities, expressed in kWh, for which a nomination fee shall be paid in accordance with clause 17.2 a) i) - ii);

Overrun and underrun charges

- c) the overrun charge which the Shipper shall pay in accordance with clause 17.2 b) i);
- d) hourly quantities, expressed in kWh, for which an underrun charge shall be paid to the Shipper in accordance with clause 17.2 b) ii);

Overdelivery charge

- e) the overdelivery charge which the Shipper shall pay in accordance with clause 17.2 c);

Balancing gas charges

- f) quantities, expressed in kWh, for which a daily imbalance charge shall be paid to Energinet.dk or the Shipper in accordance with clause 17.2 0 i)-iii);
- g) quantities, expressed in kWh, for which, in connection with data performance below a certain level, the Shipper shall be debited to the invoice in accordance with clause 17.2 0 iv);

Off-spec fees

- h) quantities, expressed in kWh, for which the Shipper shall pay an off-spec fee in accordance with clause 17.2 f) i);

- i) quantities, expressed in kWh, for which Energinet.dk shall pay an off-spec fee in accordance with clause 17.2 f) ii);
- j) quantities delivered by the Shipper but not redelivered by Energinet.dk, expressed in kWh, for which Energinet.dk shall pay an amount in accordance with clause 17.2 f) iii);

Natural Gas quantities delivered in the event of Emergency and Force Majeure

- k) quantities delivered by the Shipper/Storage Customer in Emergency, but not redelivered by Energinet.dk, expressed in kWh, for which Energinet.dk shall pay in accordance with clause 17.2 g);
- l) quantities delivered by Energinet.dk to the Shipper's Gas Suppliers' Consumers in a Force Majeure situation, expressed in kWh, for which the Shipper shall pay in accordance with clause 17.2 h);
- m) quantities delivered by the Shipper in a Force Majeure situation, but not redelivered by Energinet.dk, expressed in kWh, for which Energinet.dk shall pay in accordance with clause 17.2 h);

Fees in connection with Capacity Transfers

- n) fees for Capacity Transfers in accordance with the Rules for CTF;

Statement of total payment to be made

- o) a statement of all prices relating to the Natural Gas quantities calculated in the monthly invoice and the total amount, expressed in DKK, which the Shipper shall pay to Energinet.dk.

In connection with extraordinary irregularities or deviations in the current data on which the Allocation of Natural Gas quantities is based, Energinet.dk may choose fully or partially to omit invoicing the relevant fees and to invoice relevant imbalances at a Neutral Gas Price.

18.2.1 Invoice related to 1st Correction and 2nd Correction

Approximately 3 Months after dispatching the monthly variable invoice mentioned in clause 18.2, Energinet.dk shall send a credit note/an invoice to the Shipper containing information about corrections to the invoiced information according to clause 18.2 a) - m) and o).

Approximately 14 Months after dispatching the monthly commodity invoice mentioned in clause 18.2, Energinet.dk shall a credit note/an invoice to the Shipper containing information about corrections to the invoiced information according to clause 18.2 a) - m) and o).

18.2.2 Invoice related to an extraordinary correction

In extraordinary cases, Energinet.dk may, in addition to the 1st and 2nd Correction, send a credit note/invoice to the Shipper containing information about corrections to the invoiced information in accordance with clause 18.2 a) - m) and o).

18.2.3 Invoice related to Reconciliation

Energinet.dk shall make Reconciliation on a monthly basis. Reconciliation shall be made approximately 14 Months after dispatch of the monthly variable invoice mentioned in clause 18.2,

by Energinet.dk, see clauses 7.7.3, sending a credit note/an invoice to the Shipper containing information about the distribution of Natural Gas quantities (energy balances), see clause 17.2 e), and Commodity Charges, see clause 17.1.

18.3 Invoice to Direct Consumers

Energinet.dk shall send an invoice to Direct Consumers as soon as possible each Month containing the Security of Supply Charge for the Natural Gas quantities delivered at a Direct Site pertaining to the Month in question which the Direct Consumer shall pay in accordance with clause 17.1 c);

18.3.1 Invoice related to 1st Correction and 2nd Correction

Approximately 3 Months after dispatching the Security of Supply Charge mentioned in clause 18.3, Energinet.dk shall send a credit note/an invoice to the Direct Consumer containing information about corrections to the invoiced information.

Approximately 14 Months after dispatching the Security of Supply Charge mentioned in clause 18.3, Energinet.dk shall send a credit note/an invoice to the Direct Consumer containing information about corrections to the invoiced information.

18.3.2 Invoice related to an extraordinary correction

In extraordinary cases, Energinet.dk may, in addition to the 1st and 2nd Correction, send a credit note/invoice to the Direct Consumer containing information about corrections to the invoiced information.

18.4 Payment

- a) All payments from the Shipper shall be made by bank transfer to the bank account specified by Energinet.dk.
- b) All payments from Energinet.dk shall be made by bank transfer to the bank account specified by the Shipper.
- c) By giving 30 Business Days' prior notice of a due date for payment, each of the parties may choose a different bank.
- d) Payment shall be considered to have been made in time if the amount is transferred to the party's bank before 11:00 on the payment date. All costs associated with the transfer of amounts to a party's bank account shall be paid by the party making the transfer.
- e) All payments pursuant to the RfG shall be made in DKK.

18.5 Due dates

- a) The due date for the payment of monthly invoices in accordance with clauses 18.1 - 18.3.2 is the 25th of the current month. However, Energinet.dk may extend the due date to the 25th of the following month if the data from the Distribution Companies are delayed.

- b) The due date for the payment of interest invoices in accordance with clauses 17 and 18 is 3 Business Days after the invoice was sent.
- c) If the due date is not a Business Day, payment shall be made on the Business day immediately before the due date.

18.6 Late payment

In the event of late payment, Energinet.dk is entitled to charge reminder fees and default interest. The default interest shall be calculated from and including the due date to and including the day on which payment is received, at an annual interest rate corresponding to the discount rate of Danmarks Nationalbank at any given time with an addition of 5 percentage points. Such reminder fees and default interest shall be invoiced separately and as soon as possible.

18.7 Disagreement on payments etc.

- a) In the event of disagreement on a payment, payment shall be made in accordance with the invoices. After an agreement has been reached or a decision has been made about such payment, any difference between the payment according to the invoice and the decision shall be settled in accordance with clause 18.8.
- b) If a payment or documentation for credit approval with security in accordance with clause 19 remains outstanding for 5 Business Days, Energinet.dk may, by giving 1 Business Day's notice, demand to receive all outstanding payments and/or terminate the relevant Capacity Agreement or Shipper Framework Agreement, see clause 22.1.

18.8 Errors or inaccuracies

- a) Each party is entitled by giving reasonable notice to gain access to the data on which an invoice is based with a view to verifying the invoice. If such a review reveals inaccuracies in an invoice which are not corrected in connection with Corrections or the Reconciliation, the invoice shall be corrected immediately, and payment in arrears, including interest in accordance with clause 18.6, shall be made in accordance with clause 18.5 a) and c).

Thus, the Shippers and Energinet.dk cannot claim payment of interest against each other for disbursements which they have made in accordance with an invoice (or credit note) issued by Energinet.dk prior to the due date specified in Energinet.dk's latest invoice (or credit note) related to correction or reconciliation.

- b) In connection with extraordinary irregularities or deviations in the current data on which the allocation of Natural Gas quantities is based, Energinet.dk may choose to refrain in full or in part from invoicing the relevant fees and to invoice relevant imbalances at the Neutral Gas Price.
- c) All data concerning invoices shall be kept for 5 Years. However, data subject to disagreement or legal dispute must always be kept for at least 1 Year after such disagreement has been resolved.

19. Credit approval

19.1 Credit approval of the Shipper

In order to be able to conclude Capacity Agreements a Shipper shall have obtained credit approval for a given Credit Limit from Energinet.dk.

The Credit Limit will normally be covered by a credit insurance taken out by Energinet.dk. The Credit Limit covered by the insurance will be set by the insurance company based on objective criteria as further described in clause 19.1.2 below.

However, if the insurance coverage is not sufficient to cover the requested Credit Limit or the Shipper does not fulfil the criteria to be granted insurance coverage, the Shipper shall instead provide security.

The Shipper shall send an email with a credit approval request to Energinet.dk at anmodning@energinet.dk stating the desired Credit Limit. The request shall be accompanied by documentation in the form of the Shipper's latest financial statements and all subsequently published financial reports in order to form a true and fair view of the Shipper's creditworthiness. The Shipper warrants that the documentation provided gives a true and fair view of the Shipper's creditworthiness at the time the request is sent and shall provide Energinet.dk with such additional information about matters not appearing from the documentation forwarded as is considered necessary in order to give Energinet.dk a true and fair view of the Shipper's creditworthiness. As soon as Energinet.dk is in possession of information adequate to assess the Shipper's creditworthiness, Energinet.dk will within 5 Business Days inform the Shipper of the result of such assessment, including the Credit Limit and whether additional security must be provided.

If Energinet.dk has questions relevant for its assessment of the Shipper's creditworthiness, the Shipper shall answer such questions in detail and without undue delay. Should questions arise regarding the Shipper's annual financial statements etc., the Shipper shall permit its external auditor to provide Energinet.dk with the answers.

Energinet.dk may forward and disclose all relevant information and documentation received from the Shipper to the insurance company in order to assess the Shipper's creditworthiness see clause 19.1.2 below.

19.1.1 Credit Limit

The Credit Limit shall apply collectively to all the Shipper's agreements with Energinet.dk.

The Shipper's Credit Limit shall at all times cover the payments in connection with the Shipper's requirement for Capacity, Imbalance Quantity and the use of the CTF in consecutive periods of 2 Months. Thus, the Shipper's Credit Limit shall at a minimum cover:

- a) Capacity Charge for the current Month;
plus

- b) the maximum possible Commodity Charge for all available Capacities for the current Month;
plus
- c) the maximum possible Commodity Charge for all available Capacities for the previous Month;
plus
- d) any current or expected outstanding charges to Energinet.dk.

The minimum Credit Limit in the Transmission System is DKK 2,000,000, and prior to the granting of Credit Limits in excess of DKK 25,000,000, a detailed account of the reasons for such requirement may be solicited. The rules for the use of the Credit Limit in connection with Gas Transfers via GTF are laid down in the Rules for GTF.

Notwithstanding the above, the Credit Limit shall always cover all the Shipper's outstanding charges, fees and payments, including Energinet.dk's expectations in this respect. On this basis, Energinet.dk may demand that the Credit Limit be increased without notice.

On the basis of changes in the Shipper's expected payments or use of the GTF, the Shipper may request an increase in or reduction of the Credit Limit. On the basis of the request, Energinet.dk will make a new credit assessment in accordance with this clause 19.

19.1.2 Credit approval with credit insurance coverage

The required Credit Limit shall to the extent possible be covered by the credit insurance taken out by Energinet.dk.

The possibility to receive a Credit Limit covered by the credit insurance depends on the Shipper's creditworthiness as determined by the insurance company and Energinet.dk. As a general principle the insurance company will base its assessment of the Shipper's creditworthiness on objective, transparent and non-discriminating criteria.

The assessment of the Shipper's creditworthiness will be based on a points system which includes analysis of the following criteria:

- i) The development of the Shipper's operation focusing on the Shipper's historical and present ability to generate profits;
- ii) The changes to the Shipper's cash and cash equivalents, focusing on the Shipper's financial resources, including whether the Shipper is able to generate sufficient cash flow to meet its future obligations;
- iii) The changes to the Shipper's financial position, focusing on the funding of the Shipper's business, the extent of the Shipper's leverage and thus the parent company's exposure;
- iv) The Shipper's group structure and capital structure, focusing on the corporation form, liability structure as well as the performance of other companies within the group;

- v) The Shipper's ownership structure, focusing on past and present ownership;
- vi) The Shipper's business foundation, focusing on an analysis of the Shipper's future possibility to create or maintain a sound business situation;
- vii) Any experience regarding punctual payments, focusing on the Shipper's ability to make payments on time; and
- viii) The developments in the Shipper's home country, focusing on the social changes in the Shipper's home country which could have an impact on the above mentioned criteria including political and economic circumstances.

Each criteria will be rated between 0-10, where 10 is the best score.

- a) If the Shipper's aggregate score is 0-31 points, no insurance coverage will be granted.
- b) If the Shipper's aggregate score is 32-55 points, partial insurance coverage will be granted.
- c) If the Shipper's aggregate score is 56-80 points, full insurance coverage will be granted.

Notwithstanding the above, if the score under at least one of the criteria mentioned above is 2 or less, no insurance coverage will be granted.

The insurance coverage or Credit Limit determined may be changed if the Shipper's creditworthiness is reduced or Energinet.dk has serious doubts about the Shipper's creditworthiness.

If the insurance company rejects full coverage or an insurance coverage granted is reduced, the insurance company will provide a reasoned statement to the Shipper. In such case the Shipper may submit a claim to Energinet.dk in this regard. If Energinet.dk does not agree with the Shipper, the Shipper may submit a claim to the Danish Energy Regulatory Authority.

19.1.3 Credit approval with security

If the Shipper does not fulfil the requirements concerning full insurance coverage of the requested Credit Limit, the Shipper shall provide security for such part of the requested Credit Limit which is not covered by the credit insurance. A request for provision of security shall be made not later than 5 Business Days after receipt of the Shipper's request for a Credit Limit or at the time when Energinet.dk ascertains that the Shipper no longer satisfies the requirements concerning insurance coverage.

The Shipper shall provide the requested security as soon as possible and, in all events, within the time limit set by Energinet.dk.

- a) Forms of security

The Shipper shall provide security in DKK in favour of Energinet.dk in one of the following forms:

- i) payment of a deposit in the equivalent amount of the security to Energinet.dk. No interest shall be payable;

- ii) an unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory Guarantee Payable on Demand, cf. Appendix 8, provided by a bank acceptable to Energinet.dk;
- iii) an unqualified, unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory deposit in the equivalent amount of the security and payable on demand in a bank acceptable to Energinet.dk, see Appendix 8;
- iv) an unqualified, unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory Guarantee Payable on Demand from a third party, see Appendix 8. Energinet.dk shall assess the third party's creditworthiness and shall in the event of changes in the third party's creditworthiness be entitled to demand other security; or
- v) an unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory profit and loss agreement between the Shipper and a third party providing similar security as a Guarantee Payable on Demand see Appendix 8. Energinet.dk shall assess the third party's creditworthiness and shall if the third party's creditworthiness changes be entitled to demand other security. Energinet.dk may request a legal opinion at the Shipper's expense; and/or
- vi) set-off of other fixed receivables; and/or
- vii) similar satisfactory security.

All costs of furnishing the security shall be paid by the Shipper.

Security in the form of a Guarantee Payable on Demand (clause 19.1.3 a) ii) and iv) above) or a bank deposit (clause 19.1.3 a) iii) above) shall only be payable on Energinet.dk's written request and without the provision of further documentation.

Energinet.dk may only use amounts paid under the security to settle its claims against the Shipper in accordance with RfG. Energinet.dk shall inform the Shipper of its use of the security and of which claims the amount in question covers. Energinet.dk shall be liable to the Shipper for releasing him from the claims settled by the use of the security.

Notwithstanding the expiry or termination of the Shipper Framework Agreement, the Shipper shall maintain the security until any and all claims against him under RfG have been settled. If the Shipper transports Natural Gas for Gas Suppliers with Daily Read Metering Sites, the security shall be maintained for up to 3 Months after the expiry or termination of the Shipper Framework Agreement. If the Shipper transports Natural Gas for Gas Suppliers with Non-Daily Read Metering Sites, part of the security shall be maintained for up to 16 Months after the expiry or termination of the Shipper Framework Agreement.

b) Failure to provide security

If the Shipper no longer satisfies the requirements concerning the form of security, the Shipper shall be informed accordingly and be given 5 Business Days to comply with the requirements. If the Shipper does not provide documentation within the said 5 Business Days that the requirements concerning security are satisfied, the Shipper shall be re-

garded as having breached the Shipper Framework Agreement, and the consequences provided in clause 18.7 b) shall apply.

c) Release of security

On expiry or termination of the Shipper Framework Agreement, Energinet.dk shall release the security when all claims against the Shipper under RfG have been settled.

If security has been provided in the form of a deposit, full or partial repayment of any remaining deposit shall be made by Energinet.dk offsetting the remaining deposit against Energinet.dk's outstanding claims under RfG. Repayment shall be made in accordance with the rules given in clause 18.

If security has been provided in the form of a bank guarantee, see clause 19.1.3 a) ii), bank deposit, see clause 19.1.3 a) iii), or a Guarantee Payable on Demand, see clause 19.1.3 a) iv), Energinet.dk shall be under an obligation to the provider of the security to approve the release of such security.

19.1.4 Credit check

On each Gas Day, Energinet.dk will perform a credit check to establish whether the Shipper has sufficient credit to act in the Transmission System. Also, following every completed Auction, Energinet.dk will perform a credit check to verify that the Shipper has sufficient credit to cover the concluded Capacity Agreement.

19.1.5 Insufficient credit

If the Shipper exceeds its Credit Limit, the Shipper will be limited in his options in the Transmission System.

In case of insufficient credit, the following threshold limits and consequences hereof shall apply:

- a) If the Shipper uses more than 110% of its Credit Limit, the Shipper will automatically be limited in his options in the Transmissions System (Insufficient credit Level 1, see clause 19.1.6).
- b) If the Shipper uses more than 100% of its Credit Limit during more than 5 Gas Days per Gas Year, the Shipper will automatically be limited in its options in the Transmissions System (Insufficient credit Level 1, see clause 19.1.6).
- c) If the Shipper uses more than 110% of its Credit Limit during more than 5 Gas Days per Gas Year, the Shipper will automatically be suspended from the Transmission System (Insufficient credit Level 2, see clause 19.1.7).

19.1.6 Limitations in the Shipper's options in the Transmission System (Insufficient credit Level 1)

If the Shipper has insufficient credit as set out in clause 19.1.5 a) and b), the Shipper will receive an email from Energinet.dk informing the Shipper of this.

Furthermore, the Shipper may no longer:

- a) export Natural Gas at the Exit Points;
- b) inject Natural Gas into the Storage Facilities;
- c) transfer Natural Gas by using the GTF;
- d) bid for Capacities at PRISMA; and
- e) sell Natural Gas at the Gaspoint Nordic.

Furthermore, the Shipper's Nominations at the Entry, GTF, and Storage Point(s) will be reduced pro rata in order for the Nominations to be covered by the Credit Limit.

19.1.7 Suspension from the Transmission System (Insufficient credit Level 2)

If the Shipper has insufficient credit as set out in clause 19.1.5 c), the Shipper will receive an email from Energinet.dk informing the Shipper of this, and the Shipper will immediately be suspended from acting in the Transmission System. All Capacity Agreements etc. will be terminated.

19.2 Credit approval of the Direct Consumers

In order to be able to act as a Direct Consumer to a Direct Site the Direct Consumer shall have obtained credit approval for a given Credit Limit from Energinet.dk.

The Credit Limit will normally be covered by a credit insurance taken out by Energinet.dk. The Credit Limit covered by the insurance will be set by the insurance company based on objective criteria as further described in clause 19.1.2 below.

However, if the insurance coverage is not sufficient to cover the requested Credit Limit or the Direct Consumer does not fulfil the criteria to be granted insurance coverage, the Direct Consumer shall instead provide security.

The Direct Consumer shall send an email with a credit approval request to Energinet.dk at anmodning@energinet.dk stating the desired Credit Limit. The request shall be accompanied by documentation in the form of the Direct Consumer's latest financial statements and all subsequently published financial reports in order to form a true and fair view of the Direct Consumer's creditworthiness. The Direct Consumer warrants that the documentation provided gives a true and fair view of the Direct Consumer's creditworthiness at the time the request is sent and shall provide Energinet.dk with such additional information about matters not appearing from the documentation forwarded as is considered necessary in order to give Energinet.dk a true and fair view of the Direct Consumer's creditworthiness. As soon as Energinet.dk is in possession of information adequate to assess the Direct Consumer's creditworthiness, Energinet.dk will within 5 Business Days inform the Direct Consumer of the result of such assessment, including the Credit Limit and whether additional security must be provided.

If Energinet.dk has questions relevant for its assessment of the Direct Consumer's creditworthiness, the Direct Consumer shall answer such questions in detail and without undue delay. Should questions arise regarding the Direct Consumer's annual financial statements etc., the Direct Consumer shall permit its external auditor to provide Energinet.dk with the answers.

Energinet.dk may forward and disclose all relevant information and documentation received from the Direct Consumer to the insurance company in order to assess the Direct Consumer's creditworthiness, see clause 19.1.2 below.

19.2.1 Credit Limit

The Credit Limit shall apply collectively to all the Direct Consumer's agreements with Energinet.dk.

The Direct Consumer's Credit Limit shall at all times cover the payments in connection with the Security of Supply Charge in consecutive periods of 2 Months. Thus, the Direct Consumers' Credit Limit shall at a minimum cover:

- a) the maximum possible Security of Supply Charge for the current Month;
plus
- b) the maximum possible Security of Supply Charge for the previous Month.

The minimum Credit Limit in the Transmission System is DKK 2,000,000, and prior to the granting of Credit Limits in excess of DKK 25,000,000, a detailed account of the reasons for such requirement may be solicited.

Notwithstanding the above, the Credit Limit shall always cover the Security of Supply Charge. Energinet.dk may demand that the Credit Limit be increased without notice.

19.2.2 Credit approval with credit insurance coverage

The required Credit Limit shall to the extent possible be covered by the credit insurance taken out by Energinet.dk.

The possibility to receive a Credit Limit covered by the credit insurance depends on the Direct Consumer's creditworthiness as determined by the insurance company and Energinet.dk. As a general principle the insurance company will base its assessment of the Direct Consumer's creditworthiness on objective, transparent and non-discriminating criteria.

The assessment of the Direct Consumer's creditworthiness will be based on a points system which includes analysis of the following criteria:

- ix) The development of the Direct Consumer's operation focusing on the Direct Consumer's historical and present ability to generate profits;
- x) The changes to the Direct Consumer's cash and cash equivalents, focusing on the Direct Consumer's financial resources, including whether the Direct Consumer is able to generate sufficient cash flow to meet its future obligations;
- xi) The changes to the Direct Consumer's financial position, focusing on the funding of the Direct Consumer's business, the extent of the Direct Consumer's leverage and thus the parent company's exposure;

- xii) The Direct Consumer's group structure and capital structure, focusing on the corporation form, liability structure as well as the performance of other companies within the group;
- xiii) The Direct Consumer's ownership structure, focusing on past and present ownership;
- xiv) The Direct Consumer's business foundation, focusing on an analysis of the Direct Consumer's future possibility to create or maintain a sound business situation;
- xv) Any experience regarding punctual payments, focusing on the Direct Consumer's ability to make payments on time; and
- xvi) The developments in the Direct Consumer's home country, focusing on the social changes in the Direct Consumer's home country which could have an impact on the above mentioned criteria including political and economic circumstances.

Each criteria will be rated between 0-10, where 10 is the best score.

- d) If the Direct Consumer's aggregate score is 0-31 points, no insurance coverage will be granted.
- e) If the Direct Consumer's aggregate score is 32-55 points, partial insurance coverage will be granted.
- f) If the Direct Consumer's aggregate score is 56-80 points, full insurance coverage will be granted.

Notwithstanding the above, if the score under at least one of the criteria mentioned above is 2 or less, no insurance coverage will be granted.

The insurance coverage or Credit Limit determined may be changed if the Direct Consumer's creditworthiness is reduced or Energinet.dk has serious doubts about the Direct Consumer's creditworthiness.

If the insurance company rejects full coverage or an insurance coverage granted is reduced, the insurance company will provide a reasoned statement to the Direct Consumer. In such case the Direct Consumer may submit a claim to Energinet.dk in this regard. If Energinet.dk does not agree with the Direct Consumer, the Direct Consumer may submit a claim to the Danish Energy Regulatory Authority.

19.2.3 Credit approval with security

If the Direct Consumer does not fulfil the requirements concerning full insurance coverage of the requested Credit Limit, the Direct Consumer shall provide security for such part of the requested Credit Limit which is not covered by the credit insurance. A request for provision of security shall be made not later than 5 Business Days after receipt of the Direct Consumer's request for a Credit Limit or at the time when Energinet.dk ascertains that the Direct Consumer no longer satisfies the requirements concerning insurance coverage.

The Direct Consumer shall provide the requested security as soon as possible and, in all events, within the time limit set by Energinet.dk.

a) Forms of security

The Direct Consumer shall provide security in DKK in favour of Energinet.dk in one of the following forms:

- i) payment of a deposit in the equivalent amount of the security to Energinet.dk. No interest shall be payable;
- ii) an unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory Guarantee Payable on Demand, cf. Appendix 8, provided by a bank acceptable to Energinet.dk;
- iii) an unqualified, unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory deposit in the equivalent amount of the security and payable on demand in a bank acceptable to Energinet.dk, see Appendix 8;
- iv) an unqualified, unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory Guarantee Payable on Demand from a third party, see Appendix 8. Energinet.dk shall assess the third party's creditworthiness and shall in the event of changes in the third party's creditworthiness be entitled to demand other security; or
- v) an unconditional, irrevocable and, in the opinion of Energinet.dk, satisfactory profit and loss agreement between the Direct Consumer and a third party providing similar security as a Guarantee Payable on Demand see Appendix 8. Energinet.dk shall assess the third party's creditworthiness and shall if the third party's creditworthiness changes be entitled to demand other security. Energinet.dk may request a legal opinion at the Direct Consumer's expense; and/or
- vi) set-off of other fixed receivables; and/or
- vii) similar satisfactory security.

All costs of furnishing the security shall be paid by the Direct Consumer.

Security in the form of a Guarantee Payable on Demand (clause 19.1.3 a) ii) and iv) above) or a bank deposit (clause 19.1.3 a) iii) above) shall only be payable on Energinet.dk's written request and without the provision of further documentation.

Energinet.dk may only use amounts paid under the security to settle its claims against the Direct Consumer in accordance with RfG. Energinet.dk shall inform the Direct Consumer of its use of the security and of which claims the amount in question covers. Energinet.dk shall be liable to the Direct Consumer for releasing him from the claims settled by the use of the security.

Notwithstanding the expiry or termination of the Direct Consumer Framework Agreement, the Direct Consumer shall maintain the security until any and all claims against him regarding the payment of Security of Supply Charge have been settled.

b) Failure to provide security

If the Direct Consumer no longer satisfies the requirements concerning the form of security, the Direct Consumer shall be informed accordingly and be given 5 Business Days to comply with the requirements. If the Direct Consumer does not provide documentation within the said 5 Business Days that the requirements concerning security are satisfied, the Direct Consumer shall be regarded as having breached the Direct Consumer Framework Agreement, and the consequences provided in clause 18.7 b) shall apply.

c) Release of security

On expiry or termination of the Direct Consumer Framework Agreement, Energinet.dk shall release the security when all claims against the Direct Consumer regarding the payment of Security of Supply Charge have been settled.

If security has been provided in the form of a deposit, full or partial repayment of any remaining deposit shall be made by Energinet.dk offsetting the remaining deposit against Energinet.dk's outstanding claims. Repayment shall be made in accordance with the rules given in clause 18.

If security has been provided in the form of a bank guarantee, see clause 19.1.3 a) ii), bank deposit, see clause 19.1.3 a) iii), or a Guarantee Payable on Demand, see clause 19.1.3 a) iv), Energinet.dk shall be under an obligation to the provider of the security to approve the release of such security.

19.2.4 Credit check

On each Gas Day Energinet.dk will perform a credit check.

19.2.5 Insufficient credit

If the Direct Consumer exceeds its Credit Limit, the Direct Consumer will be limited in its options to supply Natural Gas from the Transmission System to its Direct Sites.

In case of insufficient credit, the following threshold limits and consequences hereof shall apply:

- a) If the Direct Consumer uses more than 110% of its Credit Limit, the Direct Consumer will automatically be limited in its options to supply Natural Gas from the Transmission System to its Direct Sites (Insufficient credit Level 1, see clause 19.2.6).
- b) If the Direct Consumer uses more than 100% of its Credit Limit during more than 5 Gas Days per Gas Year, the Direct Consumer will automatically be limited in its options to supply Gas from the Transmission System to its Direct Sites (Insufficient credit Level 1, see clause 19.2.6).
- c) If the Direct Consumer uses more than 110% of its Credit Limit during more than 5 Gas Days per Gas Year, the Direct Consumer will automatically be suspended from supplying Natural Gas from the Transmission System to its Direct Sites (Insufficient credit Level 2, see clause 19.2.7).

19.2.6 Limitations in the Direct Consumer's options in the Transmission System (Insufficient credit Level 1)

If the Direct Consumer has insufficient credit as set out in clause 19.1.5 a) and b), the Direct Consumer will receive an email from Energinet.dk informing the Direct Consumer of this.

Furthermore, the Direct Consumer may no longer supply the Direct Site(s) with Natural Gas.

19.2.7 Suspension from the Transmission System (Insufficient credit Level 2)

If the Direct Consumer has insufficient credit as set out in clause 19.2.5 c), the Shipper will receive an email from Energinet.dk informing the Direct Consumer of this, and the Direct Consumer will immediately be suspended from supplying Natural Gas from the Transmission System to its Direct Sites.

20. Assignment and transfer

Capacity Transfers in the Transmission System can be made in accordance with the Rules for CTF.

Gas Transfers in the Transmission System can be made via Nominations for GTF in accordance with the Rules for GTF.

With the prior written acceptance by Energinet.dk, a Shipper may assign all of its rights and obligations pursuant to a Capacity Agreement to another Shipper. If Energinet.dk does not accept such assignment, it shall state the reasons.

21. Venue and applicable law

21.1 Venue

The parties shall seek to resolve by negotiation all disputes between the parties regarding the interpretation or breach of agreements, including any claims raised as a consequence of disputes.

If the parties are unable to resolve a dispute by negotiation within 20 Business Days of the date on which a request for negotiation was presented by a party, the dispute shall be finally settled by arbitration in accordance with the Rules of Procedure for Arbitration of the Danish Institute of Arbitration, unless the dispute falls within the jurisdiction of another court of law or public authority. The arbitration tribunal shall consist of three arbitrators who shall fulfil the requirement to arbitrators in the abovementioned Rules of Procedure. Each party shall propose an arbitration judge and shall strive to propose an arbitration judge who has knowledge of the natural gas industry. The chairman of the arbitral tribunal shall be proposed by Danish Arbitration.

The court of arbitration shall be set in Copenhagen, Denmark.

The arbitration proceedings shall be conducted in the Danish language.

21.2 Applicable law

The agreements shall be governed by Danish law.

21.3 Priority

RfG have been prepared in an English version and a Danish version. The Danish version is a non-legally binding translation. No discrepancies between the two versions are intended. However, if discrepancies are found in the wording of the two versions, the English legally binding version shall prevail.

22. Termination and liability

22.1 Termination due to breach of agreement

In the event of material breach of a party's obligations under a Shipper Framework Agreement, including repeated, material breach of Capacity Agreements, the other party is entitled to terminate the Shipper Framework Agreement.

In the event of material breach of a party's obligations under a Capacity Agreement, the other party is entitled to terminate the Capacity Agreement. If the termination of a Capacity Agreement is due to the Shipper's material breach hereof, the Shipper is no longer entitled to use any Capacity under the terminated Capacity Agreement. Energinet.dk may resell or otherwise dispose of the remaining Capacity under the terminated Capacity Agreement.

Termination of the Shipper Framework Agreement under which a Capacity Agreement has been concluded shall be regarded as material breach of the Capacity Agreement and may lead to termination of the Capacity Agreement.

Failure to pay any outstanding amounts under a Capacity Agreement and lack of or insufficient documentation for a credit approval and/or security under a Shipper Framework Agreement shall be regarded as material breach and may, see clause 18.7 b), lead to termination.

In other cases than failure to pay or lack of or insufficient documentation for a credit approval and/or security, an agreement can only be terminated provided that the party wishing to terminate it has demanded in writing that the material breach be remedied and the other party has not remedied the material breach within 10 Business Days of receiving such demand.

A party is also entitled to terminate one or more of the agreements without notice if the other party is declared bankrupt or becomes insolvent, suspends its payments or is subject to compulsory or voluntary liquidation or similar and the party/estate has not provided the necessary security within a time limit set by the other party.

22.2 Liability

A party which does not satisfy its obligations under one or more of the agreements shall compensate the other party ("Injured Party") for all directly documented losses suffered by the Injured Party as a consequence thereof. The Liable Party cannot be held liable for the Injured Party's operational losses and other indirect losses, including recourse claims from the party's co-contractors unless the Liable Party acted wilfully or grossly negligently.

For the avoidance of doubt it should be noted that in the event of a Capacity Agreement being terminated due to the Shipper's material breach hereof, the Shipper shall be liable to pay damages to Energinet.dk for any loss suffered in this connection. The fact that Energinet.dk sells Capacity for the Capacity Period covered by the terminated Capacity Agreement after its termination, does not exempt the Shipper from liability unless he can document that Energinet.dk has been able to sell the Capacity covered by the terminated Capacity Agreement to another Shipper. However, Energinet.dk shall use reasonable efforts to sell such Capacity.

If Energinet.dk is the Liable Party and assesses that a claim brought against it shall not be covered finally by Energinet.dk but by a liable third party or at an even earlier level, the Injured Party which has brought the claim against Energinet.dk is not entitled to pursue such

claim against Energinet.dk but shall instead seek recourse against the natural person or persons or legal entity or entities referred to by Energinet.dk.

In such event, Energinet.dk shall assign to the Injured Party any contractual rights against such liable third party, including rights according to RfG. Energinet.dk shall have the right to monitor the case and present comments on the conduct of the case against the party or parties referred to.

If, in a claim raised with the courts against one or more parties referred to Energinet.dk, the court does not fully uphold the Injured Party's claim, the Injured Party is entitled to raise the claim against Energinet.dk, and any statutory limitation rules shall be regarded as suspended in relation to Energinet.dk.

In cases in which an event is subject to fees or charges as described in clause 17.2, a party cannot be held further liable except in the cases described in clauses 17.2 b) i), 17.2 c), 11.3 d), 11.3 e), 11.4 a), 11.4 d), 11.5 b) and 14. In the case of compulsory Capacity Transfers pursuant to clause 5.8.3, the Transferring Shipper may not claim damages unless Energinet.dk, in exercising its powers, has acted in direct violation of the criteria for evaluating the requirement for Capacity, and this has been done wilfully.

Unless the Distribution Companies, Gas Storage Denmark or Energinet.dk have acted wilfully or grossly negligent, such parties cannot be held liable 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 back-up the Register of Players or faults in systems used to operate the Register of Players.

If Natural Gas made available in the Exit Zone, the Storage Point or the Exit Point complies with the Quality and Delivery Specifications, Energinet.dk cannot be held liable for the Natural Gas unless otherwise follows from mandatory legislation.

With respect to liability in connection with incorrect measurements in the Gas Metering System, reference is made to clauses 12.5 and 12.6 above.

Energinet.dk shall incur no liability regarding suspension, alteration or postponement of an Auction in accordance with clause 5.2.3. Energinet.dk is not liable for its estimations of the probability of Interruptible Capacity becoming available in accordance with clause 17.1 b). This applies also if no Backhaul occurs.

22.3 Termination without cause of the Shipper Framework Agreement

A Shipper may terminate the Shipper Framework Agreement giving a notice corresponding to the longest Capacity Period in the Shipper's Capacity Agreements concluded on the basis of the Shipper Framework Agreement plus at least 2 Months. The Shipper Framework Agreement shall always be terminated to the first Gas Day of a Month and always provided that all outstanding payments and obligations remain in force until satisfied in full.

The handling of the Shipper's payables or receivables in relation to clause 7.7.3 may continue for a period of time after the Shipper has ceased to be a Player in the Danish Gas System, see clause 19.1.3 a) concerning maintenance of security after termination of a Shipper Framework Agreement with Energinet.dk.

If, notwithstanding the foregoing, the Shipper still has Capacity Agreements in effect when the Shipper Framework Agreement is terminated, the provisions of the second paragraph of clause 22.1 shall apply.

23. General provisions

23.1 Confidentiality

Unless otherwise stated in the mutual cooperation procedures of the Distribution Companies, Gas Storage Denmark and Energinet.dk as well as in RfG, RGS, the Distribution Companies' Standard Conditions or legislation, the Distribution Companies, Gas Storage Denmark and Energinet.dk shall treat the agreements and information provided by the Players as confidential.

However, the Distribution Companies, Gas Storage Denmark and Energinet.dk shall be entitled to publish information anonymously including, but not limited to information about:

- a) the number of Capacity Orders;
- b) available Capacity;
- c) the Capacity for which Capacity Agreements have been concluded;
- d) the number of Shipper Framework Agreements;
- e) the number of Gas Supplier Framework Agreements;
- f) the number of Capacity Agreements;
- g) the number of Shippers; and
- h) the use of the Entry, BNG Entry, CTF, GTF, Storage, Transition and Exit Point(s).

23.2 Headings

The headings in RfG and appendices are included only for reasons of clarity and are not part of the agreements.

23.3 Passivity

If, at any time, a party fails to demand the compliance of another party with the provisions contained in these rules, this shall not affect the parties' right to require compliance with such rule at a later stage. Failure by a party on one or more occasion(s) to assert its rights shall not be taken to mean that it relinquishes its rights in similar or other cases.