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| Appendix 2 |

Shipper framework agreement

between the Shipper and Energinet

Agreement ID:

**CLAUSE PARAMOUNT**

**This agreement is subject to the version of the “General Terms and Conditions for Gas Transport” applicable at any time.**

# Parties to the Agreement

This “Shipper Framework Agreement” has been entered between:

**Energinet**

Name: Energinet Systemansvar A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK – 7000 Fredericia

VAT no.: 39 31 49 59

and

**The Shipper**

Name:

Address:

Postal code and city:

VAT no.:

Clauses 4 and 5 of this “Shipper Framework Agreement” have been entered by Energinet on behalf of all the Distribution Companies and Energinet itself.

All Shippers in the Danish Gas System shall be registered with Energinet,. i.a. in order to provide an effective basis for changing Gas Supplier and Shipper, establish communication between the Players and, in respect of the Shippers, to minimize the risks associated with reconciliation.

# Purpose and scope

The “Shipper Framework Agreement” and clause 4 of “General Terms and Conditions for Gas Transport” form the basis of the Shipper’s registration with Energinet.

Additionally, the “Shipper Framework Agreement” enables the Shipper to:

1. accept Player Relationships for the Shipper's Consumer Portfolios with one or more Gas Suppliers;
2. accept Player Relationships for the Shipper's Biomethane Portfolios with one or more Bio-methane Sellers;
3. conclude “Capacity Agreements” for the purchase of Capacity at the Entry Points, the Bio-methane Entry Point and Exit Points as well as the Exit Zone;
4. perform Gas Transfers in accordance with Terms and Conditions for GTF;
5. nominate Natural Gas for delivery and redelivery at Entry, GTF, Storage and Exit Points;
6. perform Gas Transfers in accordance with Terms and Conditions for ETF; and
7. use PRISMA in accordance with GTCs for PRISMA.
8. use PRISMA in accordance with GTCs for GSA Platform.

# Definitions

Unless otherwise explicitly stated, terms defined in the “General Terms and Conditions for Gas Transport” also apply to this “Shipper Framework Agreement”.

**Electronic Nomination:** the standard for electronic nomination described in the Nomination Standard.

**Manual Nomination:** the emergency procedure for manual nomination described in the Nomination Standard.

**Nomination Standard:** the standards applying at any time to communication between the Players and Energinet concerning Nomination and Allocation as stipulated in the “General Terms and Conditions for Gas Transport” and the “Shipper Guide”. The said standards are included in the “Nomination Standard” published by Energinet.

# Communication with the Distribution Companies and Energinet

By entering into this “Shipper Framework Agreement”, the Shipper agrees to abide by the “Nomination Standards” applicable at any time. Reference is made to Energinet’s “Shipper Guide”.

The Shipper may commission a third party to carry out Nomination to Energinet but remains responsible for ensuring compliance with the terms and conditions of this “Shipper Framework Agreement”.

## Changes to the Nomination Standard

In connection with the conclusion of this “Shipper Framework Agreement”, the Shipper has received a copy of the current “Nomination Standard”. The “Nomination Standard” is subject to regular revision, and any changes hereto shall be implemented as described in the “Nomination Standard”. The applicable version of the “Nomination Standard” is published on Energinet's website. Reference is made to Energinet’s shipper guide.

## Communication in accordance with the Nomination Standard

The Shipper's communication in respect of Nomination and Allocation shall be in accordance with the latest version of the “Nomination Standard” published by Energinet. The Shipper may communicate in the following ways:

1. Electronic Nomination by means of:
2. the XML format in accordance with the
3. Manual Nomination by email.

Energinet shall on a current basis register the Shipper's test status and choice of communication method.

Communication in accordance with clause 4.2 b) may only be used in emergency situations in which communication in accordance with clause 4.2 a) is not technically possible.

## Approval of communication in accordance with the Nomination Standard

In order to be approved to make Electronic Nomination to Energinet, the Shipper shall have completed a successful test hereof in accordance with the test procedures specified by Energinet or a third party approved by Energinet. Energinet's test secretariat shall perform the test.

# Player Relations

In connection with the conclusion of this “Shipper Framework Agreement”, the Shipper's Master Data and status information shall be registered with Energinet cf. clause 4 in the “General Terms and Conditions” for Gas Transport. The Shipper's obligations in this respect are described in detail in “General Terms and Conditions for Gas Transport”, together with the types of information about the Shipper available to other Players. The Shipper may request that he or she be registered as one single Shipper or as more Shippers with different GLN's. Notwithstanding registration as more Shippers, such Shipper need only be granted credit approval once always provided that it is the same natural or legal person who is behind all the registrations.

Shippers shall remain registered with Energinet until all “Framework Agreements” have expired and all rights and obligations under “General Terms and Conditions for Gas Transport” have been exercised and fulfilled, respectively.

The Shipper shall notify Energinet of any changes in the Shipper's Player Relationships, cf. clause 4 of “General Terms and Conditions for Gas Transport”.

# Use of EEX/exchange of information

In order to be able to carry out Gas Transfer, according to Terms and Conditions for ETF, by using EEX, the Shipper shall among other conditions have entered into this “Shipper Framework Agreement”.

By entering into this “Shipper Framework Agreement”, the Shipper accepts that information as to whether the Shipper is credit approved for a relevant Gas Day is exchanged between EEX, Clearing Entity and Energinet.

# Use of PRISMA

In order to be able to book Capacity at the PRISMA platform and trade on the secondary market at the PRISMA platform, the Shipper shall among other conditions have entered into this “Shipper Framework Agreement”.

# Use of GSA Platform

In order to be able to book Capacity at the GSA Platform and trade on the secondary market at the GSA platform, the Shipper shall among other conditions have entered into this “Shipper Framework Agreement”.

# Credit approval

In order to conclude “Capacity Agreements” and “Capacity Transfers” on the basis of this “Shipper Framework Agreement”, the Shipper must be credit approved by Energinet.

In order to gain credit approval, the Shipper shall comply with the conditions for credit approval given in clause 19 of “General Terms and Conditions for Gas Transport”, including any furnishing of security.

On the basis of such credit approval, the Shipper shall be entitled to conclude “Capacity Agreements” and “Capacity Transfers” within his Credit Limit.

On the basis of “General Terms and Conditions for Gas Transport”, the Shipper's Credit Limit is set at DKK [ ], meaning that the Shipper may conclude “Capacity Agreements” and “Capacity Transfers” with an Energinet credit exposure of up to DKK [ ]. If the same natural or legal person has entered into several “Shipper Framework Agreements”, the Credit Limit shall apply to all of the Shipper's “Shipper Framework Agreements” collectively.

# Reconciliation

The Shipper shall comply with the terms for Reconciliation given in clause 7.11.3 of “General Terms and Conditions for Gas Transport”, including maintaining any security until all claims against the Shipper under “General Terms and Conditions for Gas Transport” have been settled.

# Tariff provisions

The tariffs applying to “Capacity Agreements” concluded pursuant to this “Shipper Framework Agreement” are stated in the Price List published on Energinet's website unless the “Capacity Agreement” is concluded in connection with an Auction, in which case the tariff is determined by the Auction.

Energinet reserves the right to make any changes to any tariff payable, the tariff provisions and the Price List. Such reservation covers changes as a consequence of regulatory changes, including orders from the Danish Energy Regulatory Authority and Energinet's own tariff changes. The Shipper shall be informed of such changes in writing as soon as possible. The changes shall take effect from the date on which the regulatory change takes effect, including the date set for complying with an order from the Danish Energy Regulatory Authority, or from the date on which a general tariff change takes effect. Any changes to the tariff provisions shall not entitle the Shipper to renegotiate the “Shipper Framework Agreement” or “Capacity Agreements” concluded in pursuance of this “Shipper Framework Agreement”, including parts thereof.

# Assignment

The Shipper's rights and obligations under this “Shipper Framework Agreement” shall not be assigned to a third party without Energinet's prior written consent.

Energinet may assign its rights and obligations under this “Shipper Framework Agreement” to a third party to which, with the permission of the relevant Minister, Energinet's concession is as- signed pursuant to section 32 of the Danish Natural Gas Supply Act.

# Term of agreement

This “Shipper Framework Agreement” shall enter into force when both parties have signed it, the Shipper has been granted credit approval and has furnished any security required, cf. clause 9 hereof.

The “Shipper Framework Agreement” shall end when it is terminated or expires in accordance with the following clauses in “General Terms and Conditions for Gas Transport”:

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| a) | Clause 15.7 | extended Force Majeure; |
| b) | Clause 19 | failure to provide security; |
| c) | Clause 22.1 | termination due to breach of agreement; |
| d) | Clause 22.3 | termination without cause of the Shipper Framework Agreement |

# Changes

The Shipper shall accept such regular changes to this “Shipper Framework Agreement” as are necessary in order for the “Shipper Framework Agreement” to always be in conformity with the “Shipper Framework Agreement” applying at any time. The “Shipper Framework Agreement” is included as an appendix to the applicable version of “General Terms and Conditions for Gas Transport”.

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| Energinet |  |  | Shipper |  |  |