

Online Access Agreement
Shipper

TK-OAA-

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CLAUSE PARAMOUNT

This agreement is subject to the version of Rules for Gas Transport (RfG), Rules for CTF, Rules for GTF and Rules for ETF applicable at any time.

1. Parties to this Online Access Agreement

This Online Access Agreement regarding access to Energinet.dk Online has been entered into between:

Energinet.dk

Name: Energinet.dk
Address: Tonne Kjærsvej 65
Postal code and city: DK-7000 Fredericia
CVR no.: 28 98 06 71
GLN: 579 800 089 357 3

and

the Shipper

Name:
Address:
Postal code and city:
CVR no.:
GLN:

2. Purpose and scope

2.1 Online orders, transfers and Nominations etc.

Energinet.dk has set up a self-service portal (Energinet.dk Online), which may be used by Shippers in the Danish Gas Market in accordance with the RfG, Rules for CTF, Rules for GTF and Rules for ETF applicable at any time and the terms and conditions of this Online Access Agreement.

By entering into this Online Access Agreement, the Shipper will obtain access to Energinet.dk Online, which enables the Shipper to:

- a) conclude Capacity Agreements for the purchase of Capacity at (i) Nybro Entry and Exit Points, (ii) BNG Entry Point and (iii) the Exit Zone.
- b) access to Capacity Agreements related to the awarded Capacity at the Entry and Exit Points at Ellund and Dragør (marketed on PRISMA);
- c) perform transfer of Capacity in accordance with Rules for CTF;
- d) nominate and renominate Natural Gas for delivery and re-delivery at Entry-, BNG Entry, GTF-, Storage-, ETF- and Exit Points and to the Exit Zone; and

- e) access various information regarding the Shipper's Capacity, Shipper Codes, Master Data, previous agreements etc.

The Shipper must identify Users authorised to submit orders for Capacity, transfer of Capacity as well as to submit Nominations and Renominations etc. by using Energinet.dk Online, see appendix 1 to this Online Access Agreement. Moreover, the Shipper may have created special user accounts which may be used by multiple employees with the Shipper, see appendix 2 to this Online Access Agreement.

The authorisation of Users is conditional upon the execution of this Online Access Agreement.

2.2 Online Register of Players

The self-service portal Energinet.dk Online includes an online Register of Players in which all Gas Suppliers, Distribution Companies, Storage Customers, BNG Sellers and Shippers in the Danish Gas Market shall create, accept and update their Player Relationships as well as update their Master Data etc. in accordance with the RfG applicable at any time and the terms and conditions of this Online Access Agreement.

By entering into this Online Access Agreement, the Shipper will also obtain access to the online Register of Players at Energinet.dk Online, which enables the Shipper to:

- a) accept Player Relationships for the Shipper's Consumer Portfolios with one or more Gas Suppliers;
- b) accept Player Relationships for the Shipper's BNG Portfolios with one or more BNG Sellers;
- c) view the Shipper's own Player Relationships;
- d) access and update various information regarding the Shipper's own Master Data.

Please note that the creating and updating of the abovementioned data can only be made on Energinet.dk Online. Furthermore, the Shipper can only view the company's abovementioned data by using Energinet.dk Online.

The Shipper must identify Users authorised to create and update as well as view data, see appendix 1 to this Online Access Agreement.

3. Definitions

Unless otherwise expressly stated, the definitions in the RfG, Rules for CTF and Rules for GTF shall also apply to this Online Access Agreement.

Capacity User means a User authorised by the Shipper to enter into contracts, transfers etc. and access various information as set forth in clause 2.1 a) - c) above.

Master Data Administrator means a User authorised by the Shipper to create and update the company's Player Relationships and Master Data, see appendix 1 to this Online Access Agreement. The Master Data Administrator shall also update his own personal data such as change of email address etc.

Master Data Viewer means a User authorised by the Shipper to view the company's Player Relationships and Master Data, see appendix 1 to this Online Access Agreement. The Master

Data Administrator shall also update his own personal data such as change of email address etc.

Nomination User means a User authorised by the Shipper to nominate and renominate Natural Gas and access various information as set forth in clause 2.1 d) - e).

Online Access Agreement means this Online Access Agreement, including the appendices hereto.

User means an employee of the Shipper who is granted access to Energinet.dk Online pursuant to the terms and conditions of this Online Access Agreement.

Viewer means a User authorised by the Shipper to view various information regarding the Shipper's Capacity etc. as set forth in clause 2.1 e)d).

4. Authorisations of Users

The Shipper shall fill in the names, titles, email addresses and mobile phone numbers of the Users who are to have access to Energinet.dk Online in the template provided in appendix 1 to this Online Access Agreement. Further, the Shipper shall specify the authorisation level of each User as Capacity User, Nomination User or Viewer and/or as either Master Data Administrator or Master Data Viewer. In case the Shipper wishes to add new Users, the Shipper shall fulfil and submit appendix 1 to this Online Access Agreement with the appropriate information to Energinet.dk.

The Users shall be employed by the Shipper at all times. Thus, the Shipper shall promptly notify Energinet.dk if the employment of a registered User ceases. Further, the Shipper is obligated to inform Energinet.dk if the Shipper wants to change the User's authorisation level.

The Shipper may by filling out and submitting appendix 2 to this Online Access Agreement authorise multiple employees in a special user account as Capacity User, Nomination User or Viewer and/or as either Master Data Administrator or Master Data Viewer.

5. Access and security

Upon the signing and submission of this Online Access Agreement to Energinet.dk, the specified Users (Master Data Administrators and Master Data Viewers) will receive a notification from Energinet.dk containing a User ID and information about receiving of a password to be used for logging on to Energinet.dk Online. When a User has entered the User ID and password on Energinet.dk Online a SMS passcode will be sent to the User in order to log in.

If the notification with the User ID and information about receiving of a password has been opened, is not intact or if the Shipper or the User in any other way suspects that any unauthorised person has gained knowledge of the contents of the notification, the Shipper shall immediately contact Energinet.dk so that Energinet.dk can close the relevant account.

The User ID, password and the SMS passcode is strictly personal and may only be used by the relevant User and may not be disclosed to anyone else. Thus, after receipt of the User ID and password, the Shipper and the Users are responsible for securing confidentiality and strictly personal use of the User ID, password and the SMS passcode. By signing this Online Access Agreement the Shipper agrees to be liable for all accepted Player Relationships as well as updated company Master Data and personal data registered through Energinet.dk Online via the

use of the User ID, password and the SMS passcode provided to the Users as specified by the Shipper.

6. Limitations to Energinet.dk Online

Energinet.dk may add or remove information or services available through Energinet.dk Online or limit the Shipper's use of the services. Energinet.dk shall use its best endeavour to give the Shipper 30 Days' prior notice before implementing any changes or limitations. Limitations may include restrictions to the types of transactions etc. as set forth in clause 2.1 a) - e) as well as acceptance of Player Relationships and information as set forth in clause 2.2 a) - d) above.

7. Limited liability of Energinet.dk

Energinet.dk is only liable for any loss incurred by the Shipper from using Energinet.dk Online if such loss is due to material negligence on the part of Energinet.dk, and the Shipper has informed Energinet.dk of the problem behind such loss without undue delay. Furthermore, the provision under clause 22 (termination and liability) under the RfG shall apply.

Furthermore, Energinet.dk cannot be held liable for the completion of any orders, transfers, Nominations etc. or acceptance of Player Relationships placed by using Energinet.dk Online. Thus, the Shipper shall continuously monitor whether orders, transfers, Nominations etc. as set forth in clause 2.1 a) - e) or acceptance of Player Relationships as set forth in clause 2.2 a) - b) are correct. In case the Shipper discovers any problems with orders, transfers, Nominations etc. or incorrect acceptance of Player Relationships, the Shipper shall immediately contact Energinet.dk for assistance. Energinet.dk is not obligated to assist the Shipper if the Shipper has not reported a problem without undue delay or if the commencement time of the relevant orders, transfers, Nominations and accepted Player Relationships etc. has lapsed.

Notwithstanding the above, Energinet.dk cannot be held liable for loss due to unavailability or lack of access to Energinet.dk Online or damage to any data stored through Energinet.dk Online regardless of whether Energinet.dk or any third party is responsible for the operation of Energinet.dk Online.

8. Shipper's liability

The Shipper and the Users are responsible for the confidentiality and use of the User ID, password and SMS passcode. Thus, the Shipper shall cover any loss incurred by Energinet.dk or any other Shipper, Distribution Company or Gas Supplier in the Danish Gas System caused by the improper use of the User ID, password and SMS passcode. However, the Shipper shall not be liable for any loss occurring after the Shipper or the User in accordance with the procedures set forth in clause 10 under has informed Energinet.dk that the User account must be suspended if such loss is due to the improper use of Energinet.dk Online after the Shipper or the User has requested Energinet.dk to suspend the relevant User account.

9. Technical requirements

In order to use Energinet.dk Online, the User shall have a web browser installed and have access to the internet. Further details regarding the configuration of the web browser can be found at www.energinet.dk.

10. Suspension of user accounts

The Shipper may at any time suspend a User account by sending an email to kontrolcentergas@energinet.dk and calling +45 7070 1961. Energinet.dk is accordingly not considered to have been informed before Energinet.dk has received both the email and the telephone call.

The Shipper and/or the Users shall immediately notify Energinet.dk if the Shipper and/or Users (i) become aware of any unauthorised use of the User ID, password and SMS passcode, (ii) receive any confirmation regarding Capacity, transfers etc. not placed by the Shipper and/or Users or (iii) receive any confirmation regarding accepted Player Relationships or information as listed in clause 2.2 a) - c) not placed by the Shipper and/or Users;

After receiving notification to this effect from the Shipper, Energinet.dk shall promptly suspend the user account.

Furthermore, upon suspension of a user account Energinet.dk shall send an email to the Shipper verifying the suspension of such user account and provide information as to the time when the request to suspend the user account was received by Energinet.dk, which is the latest of either the receipt of the email or the telephone call as mentioned in the first section of this clause 10.

Due to safety reasons any user account not used for a period of 2 consecutive Months will be suspended.

11. Assignment

The Shipper's rights and obligations under this Online Access Agreement may not be assigned to a third party without Energinet.dk's prior written consent.

Energinet.dk may assign its rights and obligations under this Online Access Agreement to a third party to which, with the permission of the relevant minister, the concession to Energinet.dk is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

12. Term of agreement

This Online Access Agreement shall enter into effect when signed by both parties.

The Online Access Agreement may be terminated by the Shipper without notice. Furthermore, the Online Access Agreement shall end if the Shipper's Framework Agreement is terminated.

13. Changes

The Shipper shall accept such regular changes to this Online Access Agreement as are necessary in order for the Online Access Agreement to always be in accordance with the applicable version of the RfG.

14. Venue and applicable law

This Online Access Agreement shall be governed by Danish law.

Any dispute or controversy arising from this Online Access Agreement shall be settled in accordance with clause 21.1 of RfG.

Date:
Place:

Date:
Place:

Energinet.dk:

The Shipper:

Appendix 1

Online Access Agreement
Authorised Users - Shipper

Pursuant to the terms and conditions of the Online Access Agreement, the Shipper wants the following of his employees to have access to Energinet.dk Online:

Please note that all the required information must be filled in. Otherwise, Energinet.dk will not grant access to Energinet.dk Online.

A User can be authorized as Capacity User and/or Nomination User or as Viewer as well as either Master Data Administrators or Master Data Viewers.

Name:

Title:

Email:

Mobile phone:

Authorisation level: Online orders, transfers and Nominations
 Capacity User
 Nomination User
 Viewer
Online Register of Players
 Master Data Administrator
 Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level: Online orders, transfers and Nominations
 Capacity User
 Nomination User
 Viewer
Online Register of Players
 Master Data Administrator
 Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level: Online orders, transfers and Nominations
 Capacity User
 Nomination User
 Viewer
Online Register of Players
 Master Data Administrator
 Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level: Online orders, transfers and Nominations
 Capacity User
 Nomination User
 Viewer
Online Register of Players
 Master Data Administrator
 Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level: Online orders, transfers and Nominations
 Capacity User
 Nomination User
 Viewer
Online Register of Players
 Master Data Administrator
 Master Data Viewer

Appendix 2

Online Access Agreement
Multiple User access - Shipper

1. Introduction

This appendix 2 is an integrated part of the Online Access Agreement and is governed by the terms and conditions hereof unless otherwise expressly set forth below. Thus, it is a condition for the use of this appendix 2 that the Shipper has signed and duly executed the Online Access Agreement.

The purpose of this appendix 2 is to give the Shipper the opportunity to request for the creation of a special multiple user account. A multiple user account gives more Users access to submit orders for Capacity or transfer of Capacity as well as to submit Nominations and Renominations by use of the same User ID and password.

2. Authorisation

In case the Shipper chooses to create a multiple user account in accordance with this appendix 2, all Users of the User ID and password will have access to submits order for Capacity or transfer of Capacity as well as to submit Nominations and Renominations.

3. Access and security

The Shipper may disclose the User ID and password to the multiple user account to up to 20 employees with the Shipper. The Shipper shall not provide name etc. of these employees to Energinet.dk. Thus, the Shipper may freely disclose the User ID and password to such employees which the Shipper deems shall have access to the multiple User account in order to submit orders for Capacity, transfers and Nominations etc. by use of Energinet.dk Online.

This Shipper is encouraged to set up internal security procedures to secure that both User ID and password are not disclosed to persons who are not authorised and that the Shipper is always in possession of an overview of the employees who have knowledge of and access to the User ID and password.

4. Special issues regarding the Shipper's liability

This Shipper is hereby made aware of the clauses in the Online Access Agreement regarding the Shipper's liability, see clauses 5 and 8.

Upon the disclosure of the User ID and password to his employees, the Shipper shall secure that these are not misused. The Shipper is liable for all orders for Capacity, transfers and Nominations etc. performed by use of the multiple user account.

Orders for Capacity, transfers and Nominations etc. performed by use of the multiple user account are binding on the part of the Shipper. The Shipper's attention is furthermore directed to RfG and the terms and conditions set therein.

The Shipper shall especially secure that no third party gains knowledge of the User ID, password and SMS passcode and that employees who have knowledge of the User ID and password, but who are no longer to have access to Energinet.dk Online, e.g. due to termination of the employment relationship between the Shipper and the employee, are restrained from access to Enrginet.dk Online, e.g. by changing password.

5. Request for a multiple user account

In accordance with the terms and conditions set forth above, the Shipper hereby requests for the creation of a multiple User account to be used for to submit orders for Capacity or transfer of Capacity as well as to submit Nominations and Renominations by use of the same User ID and password.

Name:

Email:

Mobile phone:

Authorisation

level:

Online orders, transfers and Nominations

Capacity User

Nomination User

Viewer

Online Register of Players

Master Data Administrator

Master Data Viewer

6. Signature

Date:

Place:

The Shipper:
