

Online Access Agreement
BNG Seller

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CLAUSE PARAMOUNT

This agreement is subject to the version of Rules for Gas Transport 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: Tønne Kjærsvej 65
Postal code and city: DK- 7000 Fredericia
CVR no.: 28 98 06 71
GLN: 579 800 089 357 3

and

The BNG Seller

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

2. Purpose and scope

Energinet.dk has set up a self-service portal Energinet.dk Online, which includes an online Register of Players.

This BNG Sellers, Gas Suppliers, Distribution Companies, Storage Customers, BNG Sellers and Shippers in the Danish Gas Market shall create, update and accept their Player Relationships as well as update their Master Data etc. in the Register of Players on Energinet.dk Online in accordance with Rules for Gas Transport applicable at any time and the terms and conditions of this Online Access Agreement.

A user guide on the registration and updating of the Register of Players on Energinet.dk Online is provided in the Guide to the Register of Players available on Energinet.dk's website to which reference is made.

The purpose of this Online Access Agreement is to give the BNG Seller access to Energinet.dk Online, which enables the BNG Seller to:

- a) create Player Relationships for the BNG Seller's BNG Portfolios with one or more Shippers;
- b) view the BNG Seller's own BNG Portfolios and Player Relationships;
- c) access and update various information regarding the BNG Seller'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 BNG Seller can only view the company's abovementioned data by using Energinet.dk Online.

The BNG Seller 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 Rules for Gas Transport shall also apply to this Online Access Agreement.

Master Data Administrator shall mean a User authorised by the BNG Seller to create and update the company's Players 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 shall mean a User authorised by the BNG Seller to view the company's Players 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.

Online Access Agreement shall mean this Online Access Agreement, including the appendix hereto.

User shall mean an employee of the BNG Seller who is granted access to Energinet.dk Online pursuant to the terms and conditions of this Online Access Agreement.

4. Authorisations of Master Data Administrator and Master Data Viewer

The BNG Seller 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 BNG Seller shall specify the authorisation level of each User as either Master Data Administrator or Master Data Viewer. In case the BNG Seller wishes to add new Users, the BNG Seller 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 BNG Seller at all times. Thus, the BNG Seller shall promptly notify Energinet.dk if the employment of a registered User ceases. Further, the BNG Seller is obligated to inform Energinet.dk if the BNG Seller wants to restrict the User's authorisation level.

5. Access and security

Upon the signing and submission of this Online Access Agreement to Energinet.dk, the specified Users will receive an email from Energinet.dk containing a User ID to be used for logging on to Energinet.dk Online. When a User has entered the User ID on Energinet.dk Online a SMS passcode will be sent to the User in order to log in.

The User ID 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, the BNG Seller and the Users are responsible for securing confidentiality and strictly personal use of the User ID and the SMS passcode. By signing this Online Access Agreement the BNG Seller

agrees to be liable for all created Player Relationships as well as updated company Master Data and personal data registered through Energinet.dk Online via the use of the User ID and the SMS passcode provided to the Users specified by the BNG Seller.

6. Limitations to Energinet.dk Online

Energinet.dk may add or remove information or services available through Energinet.dk Online or limit the BNG Seller's use of the services. Energinet.dk shall use its best endeavour to give the BNG Seller 30 Days' prior notice before implementing any changes or limitations. Limitations may include restrictions to the creation of Player Relationships and information as set forth in clause 2 a) - c) above.

7. Limited liability of Energinet.dk

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

Furthermore, Energinet.dk cannot be held liable for the creation of Player Relationships or information by using Energinet.dk Online. Thus, the BNG Seller shall continuously monitor whether the creation of Player Relationships and information as set forth in clause 2 a) - c) above are correct. In case the BNG Seller discovers any incorrect creation of Player Relationships or information, the BNG Seller shall immediately contact Energinet.dk for assistance. Energinet.dk is not obligated to assist the BNG Seller if the BNG Seller has not reported a problem without undue delay.

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. BNG Seller's liability

The BNG Seller and the Users are responsible for the confidentiality and use of the User ID and SMS passcode. Thus, the BNG Seller shall cover any loss incurred by Energinet.dk or any other BNG Seller, owner of the Network Area or Shipper in the Danish Gas System caused by the improper use of the User ID and SMS passcode.

However, the BNG Seller shall not be liable for any loss occurring after the BNG Seller 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 BNG Seller 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 BNG Seller 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 BNG Seller and/or the Users shall immediately notify Energinet.dk if the BNG Seller and/or Users (i) become aware of any unauthorised use of the User ID and SMS passcode, or (ii) receive any confirmation regarding the creation of Player Relationships or information as listed in clause 2 a) - c) not placed by the BNG Seller and/or Users. After receiving notification to this effect from the BNG Seller, Energinet.dk shall promptly suspend the user account.

Furthermore, upon the suspension of a user account Energinet.dk shall send an email to the BNG Seller 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 BNG Seller'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 BNG Seller without notice. Furthermore, the Online Access Agreement shall end if the BNG Seller's Framework Agreement is terminated.

13. Changes

The BNG Seller 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 Rules for Gas Transport.

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 of RfG.

Date:

Date:

Place:

Place:

Energinet.dk:

The BNG Seller:

Appendix 1

Online Access Agreement
Authorised Users - BNG Seller

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

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

Name:
Title:
Email:
Mobile phone:
Authorisation level: Master Data Administrator
 Master Data Viewer

Name:
Title:
Email:
Mobile phone:
Authorisation level: Master Data Administrator
 Master Data Viewer

Name:
Title:
Email:
Mobile phone:
Authorisation level: Master Data Administrator
 Master Data Viewer

Name:
Title:
Email:
Mobile phone:
Authorisation level: Master Data Administrator
 Master Data Viewer

Name:
Title:
Email:
Mobile phone:
Authorisation level: Master Data Administrator
 Master Data Viewer