



## APPENDIX 6A

### Online Access Agreement Shipper

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## CLAUSE PARAMOUNT

**This agreement is subject to the version of General Terms and Conditions for Gas Transport (BfG), Terms and Conditions for CTF, Terms and Conditions for GTF and Terms and Conditions for ETF applicable at any time.**

### 1. Parties to this Online Access Agreement

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

#### **Energinet**

Name: Energinet GAS TSO A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

#### **the Shipper**

Name:

Address:

Postal code and city:

CVR no.:

GLN:

### 2. Purpose and scope

#### 2.1 Online orders, transfers and Nominations etc.

Energinet has set up a self-service portal (Energinet Online), which may be used by Shippers in the Danish Gas Market in accordance with the BfG, Terms and Conditions for CTF, Terms and Conditions for GTF and Terms and Conditions 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 Online, which enables the Shipper to:

- a) conclude Capacity Agreements for the purchase of Capacity at (i) Nybro Entry and Exit Points, (ii) RES Entry Point and (iii) the Joint Exit Zone.
- b) access to Capacity Agreements related to the awarded Capacity at the Entry and Exit Points at Ellund (marketed on PRISMA) and Joint Exit Zone;
- c) perform transfer of Capacity in accordance with Terms and Conditions for CTF;

- d) nominate and renominate Natural Gas for delivery and re-delivery at Entry-, RES 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 Online, see appendix 1 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 Online includes an online Register of Players in which all Gas Suppliers, Distribution Companies, Storage Customers, Biomethane 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 BfG 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 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 Biomethane Portfolios with one or more Biomethane 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 Online. Furthermore, the Shipper can only view the company's abovementioned data by using Energinet 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 BfG, Terms and Conditions for CTF and Terms and Conditions 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 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 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.

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

#### 5. Access and security

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

Energinet may add or remove information or services available through Energinet Online or limit the Shipper's use of the services. Energinet 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**

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

Furthermore, Energinet cannot be held liable for the completion of any orders, transfers, Nominations etc. or acceptance of Player Relationships placed by using Energinet 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 for assistance. Energinet 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 cannot be held liable for loss due to unavailability or lack of access to Energinet Online or damage to any data stored through Energinet Online regardless of whether Energinet or any third party is responsible for the operation of Energinet 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 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 that the User account must be suspended if such loss is due to the improper use of Energinet Online after the Shipper or the User has requested Energinet to suspend the relevant User account.

## **9. Technical requirements**

In order to use Energinet 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](http://www.Energinet).

## **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 is accordingly not considered to have been informed before Energinet has received both the email and the telephone call.

The Shipper and/or the Users shall immediately notify Energinet 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 shall promptly suspend the user account.

Furthermore, upon suspension of a user account Energinet 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, 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's prior written consent.

Energinet 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 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 BfG.

## **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 BfG.

Date:  
Place:

Energinet:

\_\_\_\_\_

Date:  
Place:

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 Online:

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

**Signature**

Date:  
Place:

The Shipper:

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