

THE BALTIC PIPE PROJECT
APPENDIX 3.D. - STANDARD FRAMEWORK
AGREEMENT (APPENDIX 2 OF THE RULES
FOR GAS TRANSPORT)
FOR MARKET CONSULTATION

6 December 2016

Shipper Framework Agreement

between the Shipper and
Energinet.dk

Agreement ID:

FOR MARKET CONSULTATION

CLAUSE PARAMOUNT

This agreement is subject to the version of Rules for Gas Transport applicable at any time.

1. Parties to the agreement

This Shipper Framework Agreement has been entered into between:

Energinet.dk

Name: Energinet.dk

Address: Tonne Kjaersvej 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:

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

2. Purpose and scope

All Players in the Danish Gas System shall be registered in a Register of Players 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 minimise the risks associated with Reconciliation.

This Shipper Framework Agreement and clause 4 of Rules for Gas Transport form the basis of the Shipper's registration in the Register of Players. Updating of Master Data and Player Relationships is made through Energinet.dk Online.

The Shipper Framework Agreement also 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) conclude Capacity Agreements for the purchase of Capacity at the Entry Points, the BNG Entry Point and Exit Points as well as the Exit Zone;
- d) perform Capacity Transfers in accordance with Rules for CTF;
- e) perform Gas Transfers in accordance with Rules for GTF;
- f) nominate Natural Gas for delivery and re-delivery at Entry, GTF, Storage and Exit Points;
- g) perform Gas Transfers in accordance with Rules for ETF; and
- h) use PRISMA in accordance with GTCs for PRISMA.

3. Definitions

Unless otherwise expressly stated, terms defined in Rules for Gas Transport also apply to this Shipper Framework Agreement.

Electronic Nomination shall mean the standard for electronic nomination described in the Nomination Standard.

Manual Nomination shall mean the emergency procedure for manual nomination described in the Nomination Standard.

Nomination Standard shall mean the standards applying at any time to communication between the Players and Energinet.dk concerning Nomination and Allocation as stipulated by Rules for Gas Transport and the shipper guide. The said standards are included in the Nomination Standard published by Energinet.dk.

4. Communication with the Distribution Companies and Energinet.dk

By entering into this Shipper Framework Agreement, the Shipper also agrees to abide by the Nomination Standards applicable at any time. Reference is made to Energinet.dk's shipper guide.

The Shipper may commission a third party to carry out Nomination to Energinet.dk but remains responsible for ensuring that the terms and conditions of this Shipper Framework Agreement are complied with.

4.1 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.dk's website. Reference is made to Energinet.dk's shipper guide.

4.2 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.dk. The Shipper may communicate in the following ways:

- a) Electronic Nomination by means of:
 - i) comma-separated values (CSV); or
 - ii) the XML format in accordance with the Edig@s standard; or
- b) Manual Nomination by telefax.

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

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

4.3 Approval of communication in accordance with the Nomination Standard

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

5. Register of Players

In connection with the conclusion of this Shipper Framework Agreement, the Shipper's Master Data and status information shall be registered in the Register of Players. The Register of Players (including Master Data and status information) and the Shipper's obligations in this respect are described in detail in Rules for Gas Transport, together with the types of information about the Shipper available to other Players. The Shipper may request that he 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 in the Register of Players until all Framework Agreements have expired and all rights and obligations under Rules for Gas Transport have been exercised and fulfilled, respectively.

6. Player Relationships

The Shipper shall notify Energinet.dk of any changes in the Shipper's Player Relationships, cf. clause 4 of Rules for Gas Transport.

7. Use of ordering procedures

If the Shipper wants to make use of the Booking Procedure, the Shipper shall enter into the Online Access Agreement available on Energinet.dk's website.

If the Shipper wants to make use of

- a) the Manual Procedure for ordering Capacity; and/or
- b) the procedure for ordering Capacity Transfers via the CTF.

the Shipper shall notify Energinet.dk hereof by sending an email to anmodning@energinet.dk from the email address which the Shipper intends to use for that purpose. The email address shall also be stated below. The emails shall be send by a properly authorised employee of the Shipper's. By stating the email address below, the Shipper accepts that orders sent from the stated email address are binding on the Shipper, cf. Rules for Gas Transport and Rules for CTF.

Energinet.dk shall confirm receipt of the notification by email and at the same time inform the Shipper of the email address to which the Shipper shall send Capacity Orders and Capacity Transfer to.

The Shipper wants to register the following email addresses for use in connection with the ordering procedures mentioned in this clause 6:

Email address 1: _____

Email address 2: _____

8. Use of Gaspoint Nordic/exchange of information

In order to be able to carry out Gas Transfer, according to Rules for ETF, by using Gaspoint Nordic, 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 Gaspoint Nordic, Clearing Entity and Energinet.dk.

9. Use of PRISMA

In order to be able to book Capacity at the Entry and Exit Points at Ellund and Dragør by using the PRISMA platform and trade on the secondary market of the PRISMA platform, the Shipper shall among other conditions have entered into this Shipper Framework Agreement.

10. 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.dk.

In order to gain credit approval the Shipper shall comply with the conditions for credit approval given in clause 19 of Rules for Gas Transport, including any furnishing of security.

On 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 Rules 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.dk 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.

11. Reconciliation

The Shipper shall comply with the rules for Reconciliation given in clause 7.7.3 of Rules for Gas Transport, including maintaining any security until all claims against the Shipper under Rules for Gas Transport have been settled.

12. Tariff provisions

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

Energinet.dk 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.dk'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 renegotiation of the Shipper Framework Agreement or Capacity Agreements concluded in pursuance of this Shipper Framework Agreement, including parts thereof.

13. Assignment

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

Energinet.dk 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.dk's concession is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

14. Term of agreement

This Shipper Framework Agreement shall enter into effect when both parties have signed it and the Shipper has been granted credit approval and has furnished any security required, cf. clause 10 hereof.

The Shipper Framework Agreement shall end when it is terminated or expires in accordance with the following clauses in Rules for Gas Transport:

- 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.

15. 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 Rules for Gas Transport.

Date:

Place:

Date:

Place:

Energinet.dk: