

2. Definitions

2.1 Definitions used

Unless otherwise indicated by the context, the following terms in these RfG shall be understood as stated below.

1st Correction is the correction that takes place 4 months after the month in question and is based on the most recent set of corrected meter data.

2nd Correction is the correction that takes place 15 months after the month in question and is based on the most recent set of corrected meter data.

Accepted Nomination is a Nomination or Renomination which have been accepted, reduced or refused by Energinet in accordance with clause 6.1 c), 6.2 b) or 6.3 b).

Adjacent System is either the German transmission system or any pipeline/pipeline network operated or established as part of a Danish oil or gas production facility or used to transmit Natural Gas from one or more such facilities to a treatment plant, treatment terminal or landing end-terminal as well as the mentioned treatment plants, treatment terminals and landing terminals.

Alert refers to a supply disruption or exceptionally high gas demand that results in significant deterioration of the supply situation, but the market is still able to manage that disruption or demand without the need to resort to non-market measures.

Allocation is the quantity of Natural Gas/Biomethane allocated to the Shipper based on the Accepted Nomination, the metered value or a reported value in the same Hour.

Allocation Area is one of the following areas:

- a) the Distribution Network downstream of the meter and regulator stations in Central and North Jutland where HMN GasNet P/S is authorised to carry out natural gas distribution;
- b) the Distribution Network downstream of the meter and regulator stations in South Jutland, where Dansk Gas Distribution A/S is authorised to carry out natural gas distribution;
- c) the Distribution Network downstream of the meter and regulator stations on Funen where NGF Nature Energy Distribution A/S is authorised to carry out natural gas distribution;
- d) the Distribution Network downstream of the meter and regulator stations in South and West Zealand and Amager where Dansk Gas Distribution A/S is authorised to carry out natural gas distribution;
- e) the Distribution Network downstream of the meter and regulator stations in the Greater Copenhagen area where HMN GasNet P/S is authorised to carry out natural gas distribution; and
- f) the Distribution Network downstream of the meter and regulator stations in North Jutland where Aalborg Kommunale Gasforsyning (City of Aalborg) is authorised to carry out natural gas distribution.

Annual Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Annual Consumption is the consumption for one Year at a Non-Daily Read Metering Sites determined on the basis of reading of the consumption at the end of the Year or on the basis of the Distribution Company's calculation of the consumption for the specific Year.

Annually Read Metering Sites are Non-Daily Read Metering Sites where the Consumer reads the consumption once a year.

Auction means the tender by auction procedure whereby Capacities are allocated to Shippers.

Backhaul is a commercial Natural Gas flow flowing in the opposite direction to the Natural Gas flow.

Balancing Area is the Domestic Exit Zone and Storage, Entry, Exit, RES Entry, GTF, ETF, Non-domestic production, Non-domestic Storage and Non-Domestic Consumption Points.

bar corresponds to the "unit of pressure bar" defined as one bar equals 10^5 Pa, where Pa is as defined in DS/ISO 80000-1: "Quantities and units - Part 1: General" in the latest version at any time published by Danish Standards. Unless otherwise stated, bar means bar above atmospheric pressure.

Biomethane is biogas which has been upgraded with a view to meeting the quality specifications for Natural Gas in the Danish Gas System.

Biomethane Portfolio is the collection of Metering Points for Biomethane within a Network Area for which a Biomethane Seller, on the basis of his agreement with the producer of biogas or the owner of the upgrading plant, must conclude an agreement with a Shipper regarding transportation in the Transmission System.

Biomethane Seller is any natural or legal person who is registered in the Register of Players as Biomethane Seller.

Biomethane Seller Framework Agreement is a framework agreement between Energinet and a Biomethane Seller governing the conditions which a natural or legal person must fulfil in order to act as a Biomethane Seller in the Danish Gas System.

Biomethane Seller Agreement is an agreement between the Biomethane Seller and Network Owner (where the Biomethane is delivered physically), which contains the individual conditions in addition to Rules for Biomethane.

Booking Procedure is the procedure whereby Capacity Orders are submitted to Energinet, and Capacity Agreements are concluded on Energinet Online.

Business Day is any day from Monday to Friday with the exception of holidays etc. specified in the list on Energinet's website.

Calculated Balance is the sum of all the Shippers balance positions based on Allocations at the end of the Gas Day plus/minus the amount Energinet has bought/sold at Gaspoint Nordic for the current Gas Day.

Capacity is transport capacity expressed in kWh/Hour in and out of the Transmission System which can be reserved from Energinet.

Capacity Agreement is an agreement between Energinet and a Shipper regulating the Shipper's purchase of Capacity.

Capacity Charge is the charge that a Shipper must pay to Energinet for the hourly quantity at the Entry Points, in the Joint Exit Zone and at the Exit Points.

Capacity Order is the order for Capacity placed by a Shipper.

Capacity Period is any given period of time that Capacity is offered for.

Capacity-requesting Shipper is a Shipper that requests Capacity and contacts Energinet in order to initiate that Energinet advertises for surplus capacity.

Capacity Transfer is the transfer of Capacity via CTF.

Capacity User is any individual authorised by the Shipper to conclude Capacity Agreements and Capacity Transfers on behalf of the Shipper.

°C (Celsius) corresponds to the difference between a temperature in Kelvin and 273.15 Kelvin as defined in DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards.

Commodity Charge is a charge that the Shipper must pay to Energinet for the Natural Gas quantities allocated in the Joint Exit Zone and at the Exit Points.

Consumer is a customer who buys and uses Natural Gas for own consumption in Denmark. The term Consumer is used by the Distribution Companies in relation to customers, final customers and final consumers.

Consumer Portfolio is the collection of Metering Sites, which a Gas Supplier supplies with Natural Gas within an Allocation Area. A Gas Supplier may have the following Consumer Portfolios for each Allocation Area: (i) one Consumer Portfolio consisting of the Daily Read Metering Sites and (ii) one Consumer Portfolio consisting of the Non-Daily Read Metering Sites.

Consumption Site is one or more Metering Sites in a geographical area owned by one Consumer.

Corrections are a joint designation for the 1st and 2nd Correction and any extraordinary corrections.

Counterparty is either any natural or legal person in the Adjacent Systems delivering or receiving Natural Gas to or from a Shipper at the Entry or Exit Points or a Storage Customer. A Counterparty at the GTF is defined in the Rules for GTF.

Credit Limit is the maximum amount in DKK up to which a Shipper is approved to enter into Capacity Agreements, see clause 19.1. The Credit Limit also applies to Capacity and Gas Transfers, see the Rules for CTF and GTF, respectively.

CTF is Energinet's capacity transfer facility - a facility by means of which certain Capacity in the Transmission System can be transferred from one Shipper to another.

Daily Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Daily Imbalance Quantity means the accumulated positive or negative difference in the Balancing Area between on the one hand the Shippers total deliveries in a Gas Day at the Storage, Entry, RES Entry, GTF, ETF, Non-domestic Production and Non-domestic Storage Point(s) and on the other hand the Shippers total offtake in the same Gas Day at the Domestic Exit Zone and the GTF, ETF, Storage, Exit, Non-domestic Consumption and Non-domestic Storage Point(s).

Daily Read Metering Site is a Metering Site which is settled between the Players in accordance with the regulations for daily metered consumption.

Danish Gas Market is the total number of Danish Consumers at any time. The Danish Gas Market and its Players are described in Appendix 0.

Danish Gas System is the Transmission System, the Distribution Network and the Storage Facilities in Denmark.

Direct Consumer is any given natural or legal person who supplies and consumes Natural Gas from the Transmission System at Direct Sites. The Direct Consumers must comply with the provisions applicable to Gas Suppliers supplying Daily Read Metering Sites.

Direct Site is the actual point at which the Gas Metering System is physically located and to which the Natural Gas is supplied/redelivered to the Consumer from the Transmission System. If more than one Gas Metering System is located on the same title number - or several title numbers - having the same Consumer as legal owner and shared property lines, the title numbers will be considered as one Direct Site.

Distributed Residual Consumption is each Gas Suppliers' market share quotient multiplied by the Residual Consumption.

Distribution Company is any given natural or legal entity that can attend to the distribution of Natural Gas. NGF Nature Energy Distribution A/S, HMN GasNet P/S, Dansk Gas Distribution A/S and Aalborg Kommunale Gasforsyning carry out gas distribution in their respective Distribution Networks on the basis of a licence granted in pursuance of the Danish Natural Gas Supply Act.

Distribution Companies' Standard Conditions are the Distribution Companies' Rules for Gas Distribution and Distribution Conditions.

Distribution Network is the local or regional natural gas distribution grid owned and operated by a Distribution Company.

DKK means Danish kroner.

Domestic Exit Zone is Allocation Areas and Direct Sites.

Early Warning refers to a situation where there is concrete, serious and reliable information to the effect that an event may occur which is likely to result in significant deterioration of the supply situation and is likely to lead to the alert or the emergency level being triggered.

EDI-based Communication is communication complying with the Business Specifications for EDI Communication in the Danish Gas Market.

Emergency refers to a situation of exceptionally high gas demand, significant supply disruption or other significant deterioration of the supply situation, and in which all relevant market measures have been implemented but the supply of gas is insufficient to meet the remaining gas demand so that non-market measures have to be additionally introduced with a view, in particular, to safeguarding supplies of gas to Protected Consumption Sites.

Energinet is Energinet Gas TSO, which is responsible for the transmission function, security of supply, market facilitation and holds overall physical balance responsibility under the Danish Act on Energinet. In addition, Energinet is responsible for the Register of Players.

Energinet Online is the online system, which a Player with a password can access via <http://online.energinet.dk>.

Entry Point is the physical delivery point at which a Shipper delivers Natural Gas into the Transmission System from the Adjacent System and the transport of Natural Gas through the Danish Gas System commences.

Estimated Balance is Energinet's forecast of all Shippers balance positions at the end of the Gas Day based on Accepted Nominations for the Storage, Exit and Entry Point(s) and Direct Sites, Energinet's forecast of the offtake from the Allocation Areas and non-domestic transmission system operator's reported value for the intake and offtake at the Non-domestic Storage, Non-domestic Consumption and Non-domestic Production Points(s) and plus/minus the amount Energinet has bought/sold at Gaspoint Nordic for the current Gas Day.

ETF is a trading facility in the Transmission System where Natural Gas is transferred from one Shipper to another on the basis of trades performed at the Gaspoint Nordic.

ETF Point is a virtual trading point where Natural Gas flows to and from the Transmission System.

Exit Point is the physical delivery point at which the transport of Natural Gas through the Transmission System ends and where Energinet contractually redelivers Natural Gas to the Shipper.

Firm Capacity is the uninterruptible type of Capacity offered by Energinet.

FCFS is that Capacity Orders are accepted in the order in which they are processed by Energinet.

Force Majeure means extraordinary circumstances arising after the signing of the agreements and being outside the control of the party in question provided that such party has exercised due care as required within the oil and gas industry and that such circumstances could not reasonably be overcome.

Framework Agreements mean Shipper Framework Agreements, Gas Supplier Framework Agreements, Storage Customer Framework Agreements and Biomethane Seller Framework Agreement collectively.

Gas Day is a period commencing at 06:00 on any given day and ending at 06:00 on the following day. The Gas Day is reduced to 23 Hours at the transition to summertime and is increased to 25 Hours at the transition to daylight saving time, and all pertaining rights and obligations stipulated in RfG are reduced or increased accordingly on such Gas Days.

Gas Metering System is the term used to describe the system used to meter, record, read and calculate Natural Gas quantities. The Gas Metering System's metering equipment meters either the mass, volume and/or quality of the Natural Gas delivered at an Entry Point, Metering Site, Transition Point, Storage Point, Direct Site or Exit Point, see clause **Fel! Hittar inte referens-källa..** The Consumption Sites Gas Metering Systems and Metering Sites are governed and defined by the Distribution Companies' Rules for Gas Distribution.

Gaspoint Nordic is the natural gas exchange operated by Gaspoint Nordic A/S.

Gas Storage Denmark is Gas Storage Denmark A/S, which operates the Storage Facilities.

Gas Supplier is any natural or legal person who supplies Consumers with Natural Gas.

Gas Supplier Agreement is an agreement between a Distribution Company and the Gas Supplier whereby the Gas Supplier accepts the Rules for Gas Distribution. In combination with the Rules for Gas Distribution, this Gas Supplier Agreement governs the parties' rights and obligations during the cooperation entailed in delivering Natural Gas to the Consumers in the relevant Distribution Company's distribution area and the Distribution Companies' transport of Natural Gas through the Distribution Network to the Consumers. The agreement also governs the metering of the Metering Sites and the Consumers' change of Gas Supplier. The Gas Supplier shall in the Register of Players register a Gas Supplier Agreement with the Consumer's Distribution Company in order to report the Consumer's change of Gas Supplier.

Gas Supplier Framework Agreement is a framework agreement between Energinet acting on behalf of all Distribution Companies, Energinet and a Gas Supplier regulating the framework conditions which a natural or legal person must fulfil in order to act as a Gas Supplier in the Danish Gas System.

Gas Transfer is a transfer of Natural Gas effectuated via GTF or ETF.

Gas Year is the period commencing at 06:00 on 1 October in any Year and ending at 06:00 on 1 October in the following Year.

Green Zone is a calculated area per Gas Day illustrating the flexibility of the Balancing area, i.e. the Green Zone is the area on each side of the equilibrium, where the sum of the Shippers' deliveries for the Gas Day is equal to the sum of the Shippers' offtake for Gas Day. The Green Zone for the Gas Day is based on the Calculated Balance for the preceding Gas Day and Accepted Nominations at 06.00 on the Gas Day for Entry and Exit Point(s), Direct Sites, forecast for Non-domestic Production and Non-domestic Storage Point(s) and a forecast for the expected offtake of Daily Read Metering Sites (excluding Direct Sites), Non-Daily Read Metering Sites and Non-domestic Consumption Point.

GTF is Energinet's gas transfer facility – a facility by means of which Natural Gas in the Transmission System can be transferred from one Shipper to another.

GTF Point is a virtual trading point used in connection with the Gas Transfers in accordance with the Rules for GTF.

HP Ellund is the auxiliary point for the application of special nomination arrangements at the Entry Point at Ellund.

Hour is any given 60-minute period commencing at 06:00 on any day and ending at 07:00 on the same day or a similar 60-minute period commencing at the start of one of the other Hours of the day. All indications of Hours are in CET (Central European Time).

Hourly Distribution Key is a distribution key for the individual Allocation Area prepared and published by the Energinet indicating Hour by Hour on a Gas Day the percentage of the Residual Consumption or the Distributed Residual Consumption that refers to each Hour.

Hyper3-interruptibility means that the Consumer must interrupt his offtake from the relevant Consumption Site within 3 hours and be interrupted for up to 69 hours.

Interruptible Capacity is Capacity which can be interrupted in full or in part during transport if Energinet lacks Capacity.

Interruptible Level 1 Capacity is Capacity made available in periods where the amount of Firm Capacity available is zero or less than the amount of Capacity ordered by the Shipper.

Interruptible Level 2 Capacity is Capacity made available in periods where the amount of Firm Capacity and Interruptible Level 1 Capacity available is zero or less than the amount of Capacity ordered by the Shipper.

Joint Exit Zone is Domestic Exit Zone and Non-domestic Net Transfer.

Joule corresponds to "the unit of energy J" as defined in the version applicable at any time of DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards.

kWh is 3.6×10^6 Joules and expresses the quantity of heat that develops during combustion of Natural Gas in accordance with the definition of gross calorific value. Gross calorific value is the amount of heat developed by combustion of one cubic metre of gas at constant pressure when the gas and air for the combustion have a temperature of 25° C, the combustion products being brought to that temperature and the water formed by the combustion being present in liquid state. Gross calorific value is expressed in kWh/m³ or MJ/m³.

Liab Party is a party which does not satisfy its obligations under one or more agreements made under Rules for Gas Transport.

m³/cubic metre corresponds to the volume of Natural Gas which, at 0° C and an absolute pressure of 1.01325 bar, and without water vapour, occupies the volume of one cubic metre (normal cubic metre) as defined in the 11th Conférence Générale des Poids et Mesures, Paris, France.

Manual Procedure is the manual procedure that Shippers can use to conclude Capacity Agreements.

Master Data Administrator is a User who by virtue of an Online Access Agreement is authorised to create and update his employer's Player Relationships and Master Data as well as the Users own personal data.

Master Data Viewer is a User who by virtue of an Online Access Agreement is authorised to view his employer's Player Relationships and Master Data as well as to update his own personal data.

Matching means continuous Matching by Energinet, operators of the Adjacent System, Gas Storage Denmark and Gaspoint Nordic A/S of Nominations and Renominations hereof in accordance with clause 6.6.

Maximum Hourly Quantity is the total Capacity which a Shipper has acquired the rights under Capacity Agreements and Capacity Transfers.

Metering Point for Biomethane is the metering point, where the quantity of Biomethane delivered to the Danish Gas System is metered.

Metering Site is the actual point at which the Gas Metering System is physically located, and to which Natural Gas is supplied to the Consumer from the Distribution System.

Mole corresponds to the "SI base unit Mole" as defined in the version applicable at any time of DS/ISO 80000-1: "Quantities and units - Part 1: General" (In Danish: "Fysiske størrelser, måleenheder og symboler - Del 1: Generelt") in the latest version at any time published by Danish Standards. Mole-% corresponds to the quantity of a substance in a gas mixture (expressed in Mole) multiplied by 100 and divided by the total gas volume (expressed in Mole) in such a gas mixture.

Month is a period commencing at 06:00 on the first Gas Day of any calendar month and ending at 06:00 on the first Gas Day of the following calendar month.

Monthly Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Monthly Consumption is the consumption for one Gas Month at a Non-Daily Read Metering Site determined on the basis of consumption metering at the end of the Gas Month or on the basis of the Distribution Company's calculation of the consumption for the specific Gas Month.

Monthly Read Metering Sites is a Non-Daily Read Metering Site where the consumption is read once a month.

Natural Gas is characterised as belonging to the second gas family, Group H, as defined in DS/EN 437 "Test gases, test pressure and categories of appliances" in the version applicable at any time published by Danish Standards. Natural Gas is a combustible gas which is:

- a) extracted directly from the subsoil; or
- b) extracted indirectly from the subsoil as associated gas in connection with crude oil production;
- c) produced by extraction or other form of concentration of a Natural Gas as mentioned in a) or b) that contains methane constituting at an absolute pressure of one bar at least

75% by volume of the combustible gas components and exists in any physical form into which the gas can be converted by compression or cooling; or

d) Biomethane.

Natural Gas Supply Act is the Danish Natural Gas Supply Act applicable at any time.

Network Area is the Transmission System or the Distribution Network.

Network Owner is the owner of the gas company making the connection of upgrading plant to the Danish Gas System. Network Owner may be a Distribution Company or Energinet.

Network Separation Point is the physical separation point between the Transmission System and Non-domestic Transmission System.

Neutral Gas Price is the price for the weighted average of all the within-day product traded at Gaspoint Nordic in the Gas Day.

Non-domestic Consumption Point is the collective designation for the physical points in the Non-domestic Transmission System or downstream this Non-domestic Transmission System at which Natural Gas is off-taken for consumption.

Non-domestic Net Transfer is the net sum of Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points.

Non-domestic Production Point is the collective designation for the physical points in the Non-domestic Transmission System or downstream this Non-domestic Transmission System-Balancing Area outside the Danish Gas System at which Natural Gas is injected.

Non-domestic Storage Point is the collective designation for the physical point(s) in the Non-domestic Transmission System or downstream this Non-domestic Transmission System at which Natural Gas passes from or to a non-domestic storage facility.

Non-domestic Transmission System is the main Swedish transmission network owned and operated by Swedegas under the Swedish Natural Gas Act.

Nominations means

- a) order delivery of Natural Gas from its Counterparties at the Entry Points, GTF and Storage Point;
- b) forecast the delivery of Biomethane from all the Biomethane Portfolios according to the Player Relationships with Biomethane Sellers;
- c) forecast the offtake at the Domestic Exit Zone for (i) all the Consumer Portfolios according to Player Relationships with Gas Suppliers and (ii) all Direct Sites according to Player Relationships with Direct Consumers;
- d) order redelivery of Natural Gas to its Counterparties at the Exit, GTF and relevant Storage Point; and
- e) traded Natural Gas at the Gaspoint Nordic to be delivered at the ETF Point.

Nomination User is any individual authorised by the Shipper to use Energinet Online to submit Nominations on behalf of the Shipper.

Non-Daily Read Metering Site is a Metering Site which is settled between the Players in accordance with the regulations for non-daily metered consumption.

Non-Protected Consumption Site is a Consumption Site that, if required by Energinet, shall be interrupted partially or fully at a notice of 72 Hours in Emergency.

Online Access Agreement is the agreement on access to Energinet Online, cf. Appendix 6A-6F.

Other Shippers is Shippers having Capacity Agreements for the relevant Capacity Period in the relevant point or zone that are relevant for a potential UIOLI situation.

Periodised Annual Consumption has the meaning defined in clause 7.9.2.

Periodised Consumption has the meaning defined in clause 7.9.2.

Player Relationship is the relationship between (i) a Shipper and a Gas Supplier's Consumer Portfolio, (ii) a Shipper and a Direct Consumer's Direct Site and (iii) a Shipper and a Biomethane Seller's Biomethane Portfolio.

Players are the relevant Shippers, Gas Suppliers, Storage Customers and Biomethane Sellers as well as Energinet, the Distribution Companies and Gas Storage Denmark.

Price List is the collective designation for the price lists available on Energinet's website at any time. The price lists consist of "Prices for transport in the gas transmission system" and "Prices for balancing gas".

PRISMA is an online platform for the auctioning and trade of gas transport capacity within the European Union. Fulfilment and processing of the Capacity Agreements between Energinet and Shippers take place outside the PRISMA platform.

Protected Consumption Site is a Consumption Site which is ensured supply of Natural Gas in Emergency.

Quality and Delivery Specifications is the quality and delivery specifications set out in Appendix 1 as subsequently amended.

Quarter is any 3-month period commencing at 06:00 on 1 January, 1 April, 1 July or 1 October.

Quarterly Capacity has the meaning defined in clauses 5.2.1 and 5.3.1.

Receiving Shipper has in connection with Capacity Transfers and Gas Transfers the meaning defined in the Rules for CTF and GTF, respectively.

Reconciliation is the settlement of the monthly positive or negative energy balances emerging on the basis of the reconciliation balance as the difference between the expected consumption of a Gas Supplier's Non-Daily Read Metering Sites and the consumption metered subsequently. Reconciliation is described in clause 7.9.3.

Register of Players is a register into which all Gas Suppliers, Storage Customers, Shippers, Distribution Companies, Biomethane Sellers, storage companies and transmission companies in the Danish Gas System must be entered. In addition, any player who nominates at points in the Balancing Area shall be entered in the register. The purpose of the Register of Players is to ensure uniform, unambiguous registration of all Players in the Danish Gas System. Energinet is responsible for operating and developing the Register of Players.

Relative Density is the mass of a volume of Natural Gas divided by the mass of an equal volume of dry air, both expressed in the same unit, both gases being in the same state at 0° C and an absolute pressure of 1.01325 bar.

Renomination is an increase or reduction of a previously Accepted Nomination carried out with effect for the following Gas Day or in the Gas Day.

RES Entry Point is a virtual point at which a Shipper brings Renewable Energy Sources, e.g. Biomethane into the Transmission System and where the transport of the Renewable Energy Source through the Danish Gas System commences. For each Shipper, the RES Entry Point consists of all active Biomethane Portfolios with which the Shipper has a Player Relationship.

Residual Consumption is the total consumption of Natural Gas for all Non-Daily Read Metering Sites within an Allocation Area.

Rules for Biomethane are Energinet's and the Distribution Companies' Rules, in the version applicable at any time, for delivery of Biomethane to the Danish Gas System (governs the conditions for Biomethane's access to the Danish Gas System).

Rules for CTF govern Capacity Transfers carried out via CTF.

Rules for Gas Storage/RGS are Gas Storage Denmark's rules for the storage of Natural Gas in the Storage Facilities in the version applicable at any time.

Rules for ETF govern Gas Transfers carried out via Gaspoint Nordic.

Rules for Gas Distribution/RfGD are the Distribution Companies' rules for distribution of Natural Gas in the Distribution Network in the version applicable at any time.

Rules for Gas Transport/RfG are these Rules for Gas Transport in the version applicable at any time governing the conditions for Shippers' access to the Danish Gas System.

Rules for GTF govern Gas Transfers carried out via GTF.

Security of Supply Charge is the charge that a Consumer or Direct Consumer shall pay for security of supply.

Shipper is any natural or legal person in the Transmission System who is registered in the Register of Players and has access to transport Natural Gas in the Transmission System in accordance with RfG. Shippers can also act as their own Gas Supplier, Biomethane Seller, Storage Customer, Consumer or Counterparty.

Shipper Codes are the code names of a Shipper's Counterparties in one of the Storage Point, the GTF or in the Entry and Exit Points used in connection with Matching.

Shipper Framework Agreement is an agreement between Energinet and a Shipper governing the conditions which natural or legal persons must fulfil in order to act as Shippers in the Danish Gas System and setting out the framework conditions for the purchase of Capacity with a view to transporting Natural Gas through the Transmission System.

Single Sided Nomination is a mechanism at Ellund, providing the Shippers with the means to nominate the flows of their Capacity via a single nomination.

Storage Customer is any natural or legal person with access to the Storage Facilities and who is registered as a Storage Customer in the Register of Players.

Storage Customer Framework Agreement is a framework agreement between Energinet and a Storage Customer governing the framework conditions which natural or legal persons must fulfil in order to act as Storage Customers in the Danish Gas System.

Storage Facilities are Gas Storage Denmark's storage facility in Stenlille and Lille Torup.

Storage Point is the collective designation for the two physical points at which Natural Gas passes from the Transmission System to the Storage Facilities or from the Storage Facilities to the Transmission System, and at which point the ownership of the natural gas pipelines passes from Energinet to Gas Storage Denmark or from Gas Storage Denmark to Energinet.

Total Distributed Residual Consumption has the meaning defined in clause 7.6.1.

Total Periodised Consumption is the sum of all the Gas Supplier's Periodised Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

Transferring Shipper shall have the meaning defined in clause 5.7.3. In the case of Capacity Transfers and Gas Transfers, the Transferring Shipper is defined in the Rules for CTF, GTF and ETF, respectively.

Transition Point is the physical point at which the transport of the Natural Gas through the Transmission System either ends or begins at the exit valve/outlet flange located after the specific transport-relevant measuring and regulator station in the Transmission System, and at which ownership of the natural gas pipeline changes between Energinet and the Distribution Company.

Transmission System is the main Danish transmission network owned and operated by Energinet under the Danish Act on Energinet.

Unvalidated Data are preliminary data that have not been validated.

UIOLI is Energinet's right to systematically withdraw, in full or in part, any underutilised contracted Capacity.

User is an employee of a Shipper, Distribution Company, Gas Supplier, Storage Customer or Biomethane Seller who is granted access to Energinet Online under the terms and conditions of an Online Access Agreement or an employee of a Shipper who is granted access to PRISMA

under the terms and conditions of an GTCs for PRISMA and the power of attorney (Appendix 12).

Validated Data are data that have been finally validated, and all corrections have been made for the purpose of settlement.

Within-day Capacity is Capacity that may be applied by a Shipper from a start time on a particular Gas Day until the end of the same Gas Day.

Wobbe Index is the gross calorific value of Natural Gas divided by the square root of the Relative Density of the Natural Gas in question. The Wobbe Index is given in kWh/m³ or MJ/m³.

Year is the period commencing at 06:00 on the first Gas Day of any given Month in any given year and ending at 06:00 on the first Gas Day of the same Month in the following year.

Yellow Zone is the area on each side of the Green Zone.

2.2 Use of singular and plural and of definite and indefinite forms

Unless otherwise indicated by the context, defined terms used in RfG – except as follows from the form used – shall have the meaning defined in clause 2.1, whether used in the singular or the plural or in definite or indefinite form.

2.3 Reference to clauses

All references to clauses are, unless otherwise expressly stated, references to the clauses of RfG.

6. Nomination

For the purpose of having Natural Gas transported in the Transmission System, the Shipper must make Nominations. If no Nominations are made at the GTF, Entry, Storage and Exit Point(s), no Natural Gas shall be delivered/redelivered.

In addition to submitting the electronic Nominations submitted as set out in the Shipper Framework Agreement, the Shipper and its Nomination Users may also submit Nominations by using Energinet Online. The terms for Nominations made online follow by the Online Access Agreement, see Appendix 6A.

6.1 Nominations before the Gas Day

- a) Nominations made by the Shippers before the Gas Day shall take place not later than 14:00 on each Gas Day and with effect from 06:00 on the following Gas Day. Energinet shall be in receipt of:

- (i) Nominations for the Entry Points

The Natural Gas quantities, expressed in kWh/Hour, to be delivered at each Entry Point each Hour of the following Gas Day, together with Shipper Codes for the Shipper's Counterparties at the Entry Point. If there are several Counterparties at the Entry Point, the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, to be delivered by each Counterparty at the Entry Point every Hour of the following Gas Day.

- (ii) Nominations for the Biomethane Portfolios

For each Biomethane Portfolio, the Shipper shall forecast the quantities of Biomethane, expressed in kWh/Hour, to be delivered every Hour of the following Gas Day.

- (iii) Nominations for the Storage Point

The Natural Gas quantities, expressed in kWh/Hour, to be delivered at or redelivered from the Storage Point every Hour of the following Gas Day, together with Shipper Code for the Shipper's Counterparty at the Storage Point. If there are several Counterparties at the Storage Point, the Shipper shall state the quantities, expressed in kWh/Hour, to be delivered at or redelivered by each Counterparty.

- (iv) Nominations for the Domestic Exit Zone

Nominations for the Domestic Exit Zone comprise of Nominations for each Allocation Area and each Direct Site:

- 1) Nominations for the Allocation Areas

For each Allocation Area the Shipper shall provide the following information collectively for each Gas Supplier on whose behalf the Shipper transports Natural Gas:

- a) the Natural Gas quantities, expressed in kWh/Hour, that are forecast to be offtaken every Hour of the following Gas Day by the Gas Supplier's Consumer Portfolios of Daily Read Metering Sites; and
- b) the Natural Gas quantities, expressed in kWh/Hour, that are forecast to be offtaken each Hour of the following Gas Day by the Gas Suppliers' Consumer Portfolio of Non-Daily Read Metering Sites.

2) Nominations for the Direct Sites

For each Direct Site the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, forecast to be offtaken at the Direct Site every Hour of the following Gas Day.

(v) Nominations for the Exit Points

The Natural Gas quantities, expressed in kWh/Hour, to be redelivered at each individual Exit Point every Hour of the following Gas Day together with information about the Shipper Codes of the Shipper's Counterparties. If there are several Counterparties at the Exit Point, the Shipper shall state the Natural Gas quantities, expressed in kWh/Hour, to be redelivered to each individual Counterparty at the Exit Point every Hour of the following Gas Day.

(vi) Nominations for GTF and ETF

If Gas Transfers are performed via the GTF, both the Transferring Shipper and the Receiving Shipper shall carry out Nominations in accordance with the procedures laid down in the Rules for GTF.

If Gas Transfers are performed via the ETF, both the Transferring and Receiving Shippers can carry out Nominations in accordance with the procedures laid down in the Rules for ETF. However, such Nominations are not mandatory on the part of the Shippers.

Notwithstanding the above, Adjacent Systems may have special requirements with respect to notice periods for the Shipper Codes.

The Shipper may carry out Nominations for each Hour for longer periods of time (e.g. weekend, Week, Month or Year) prior to the expiry of the time limit set in clause 6.1 a).

- b) The Nominations performed at 14:00 for the following Gas Day, see clause 6.1 a), can be revised if Energinet receives a revised Nomination from the Shipper before 16:00.
- c) On each Gas Day before 18:00, Energinet shall inform the Shipper:
 - i) whether the Nominations for the following Gas Day have been accepted;
 - ii) whether one or more of the Nominations have been reduced or refused, see clause 6.4 and 6.5; and
 - iii) whether one or more of the Nominations have been reduced or refused by Energinet or an Adjacent System operator in connection with Matching, see clause 6.6.

Nominations which have been accepted or reduced in accordance with clause 6.1 c) are Accepted Nominations. The Shipper must accept that Nominations being reduced pursuant to clauses 6.5 and 6.6. Energinet must inform Gas Storage Denmark and operators of the Adjacent System to the extent necessary of the Shipper's Nominations and the Accepted Nominations.

6.2 Renominations for the entire Gas Day

The Shipper's Accepted Nominations can be revised for all 24 Hours of the following Gas Day by performing Renomination:

- a) From 18:00 until 04:00 before the Gas Day, the Shipper can revise its Accepted Nominations with a 2-Hour lead time after each Hour commenced. For example, a Renomination received by Energinet at 18:25 must be confirmed before 21:00 on the same Gas Day.
- b) Within the said 2-Hour lead time after the beginning of each Hour on each Gas Day, Energinet shall inform the Shipper:
 - iv) whether the Renominations before the Gas Day have been accepted;
 - v) whether one or more of the Renominations have been reduced or refused, see clause 6.4 and 6.5;
 - vi) whether one or more of the Renominations have been reduced or refused by Energinet or an Adjacent System operator in connection with Matching, see clause 6.6; and
 - vii) whether the Shipper's Counterparty has made new Renominations in the Adjacent Systems.

Renominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question.

6.3 Renominations for the remaining Hours of the Gas Day

The Shipper's Accepted Nominations for the remaining Hours of the Gas Day can be revised by performing Renomination for the remaining Hours of the Gas Day:

- c) From 04:00 before the Gas Day until 03:00 on the Gas Day, the Shipper can revise its Accepted Nominations with a 2-Hour lead time after each Hour commenced. For example, a Renomination received by Energinet at 20:30 on a Gas Day will only be effective for the remaining Hours of the Gas Day after 23:00 (23:00 - 06:00).
- d) Within the said 2-Hour lead time Energinet shall inform the Shipper:
 - i) whether the Renominations for the Gas Day have been accepted;
 - ii) whether one or more of the Renominations have been reduced or refused, see clause 6.4 and 6.5;
 - iii) whether one or more of the Renominations have been reduced or refused by Energinet in connection with Matching, see clause 6.6; or

- iv) whether the Shipper's Counterparty has made new Renominations in the Adjacent Systems.

Renominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question from the time when such Renominations become effective.

6.4 Conditions for Nomination and Renomination

6.4.1 Suspension of Renomination rounds and extension of lead times

In special circumstances, Energinet reserves the right to suspend the option for Renominations and extend the lead time of two Hours. In such case, the Shippers will be informed accordingly by email sent to the Nomination User.

6.4.2 Requirements concerning combined Nominations and Renominations

Whether or not a Shipper has one or more Capacity Agreements for the same Entry Point, the Shipper shall make only one combined Nomination or Renomination, as the case may be, of Natural Gas quantities for each Counterparty at the relevant Entry Point. The same shall apply, if the Shipper has one or more Capacity Agreements for the same RES Entry Point, Storage Point, Domestic Exit Zone or Exit Point.

The Shipper shall only make Nominations for Biomethane Portfolios, Consumer Portfolios and Direct Sites for which he has registered Player Relationships in the Register of Players.

The Shippers' obligation to make one combined Nomination for each Counterparty also applies to Shippers' portfolio of Firm Capacity, Interruptible Level 1 Capacity and/or Interruptible Level 2 Capacity in pursuance of their Capacity Agreements.

6.4.3 Changing the direction of flow at the Entry and Exit Points

If a Shipper has Capacity at both Entry and Exit Points at the same point, the Shipper can change the direction of flow by performing Renomination to the extent set out in the guide named "Shipper guide", which is available on Energinet's website.

6.4.4 Latest Nomination or Renomination received before a deadline

If the Shipper revises an existing Nomination/Renomination before the expiry of a deadline for Energinet's receipt hereof, the latest received Nomination/Renomination within such deadline shall apply. This principle shall apply despite the method of communication (Nominations/Renominations sent by Edig@s XML communication or through Energinet Online) used by the Shipper.

6.4.5 Automatic procedures

All Nomination and Renomination procedures are fully automatic. Therefore, Energinet cannot grant the Shipper's extraordinary request for changes in Nominations, Accepted Nominations and Renominations hereof.

The Shippers are, on a best-efforts basis, obliged to check the Accepted Nominations and shall in due time endeavour to correct any errors by making new Renominations and communicating with their relevant Counterparties.

However, if the Shipper has not received an Accepted Nomination message within the 2-Hour lead time after the Nomination has been sent, the Shipper shall inform Energinet accordingly without undue delay. If the lack of an Accepted Nomination message is due to technical problems with Energinet Online or errors and omissions on the part of Energinet, Energinet shall use its best endeavours to provide the flow nominated by the Shipper. If the lack of an Accepted Nomination message is due to errors and omissions on the part of the Shipper, Energinet shall use its best endeavours to realise the flow which the Shipper originally wanted to nominate.

6.5 Principles for reduction in Nominations, Accepted Nominations and Renominations

If Energinet reduces the Shipper's Nominations, Accepted Nominations and Renominations in accordance with clauses 6.5.1 and 6.5.3 - 6.5.5, all relevant Nominations, Accepted Nominations and Renominations will be reduced on a pro rata basis.

Notwithstanding the above, each Shipper may prioritise its Shipper Code pairs in the order in which its Nominations and Renominations shall be reduced. This can be done by prioritising the relevant Shipper Code pairs in connection with the combined Nomination and Renomination.

6.5.1 Reduction of Nominations and Renominations exceeding the Shipper's Capacity

A Shipper's Nominations and Renominations at the Entry Point and Exit Points shall not exceed its pooled Capacity at or in the respective Entry and Exit Points. If the said pooled Capacity is exceeded, Energinet shall reduce the relevant Nominations and Renominations.

6.5.2 Priority of Nominations and Renominations in respect of Firm and Interruptible Capacity

The Nominations of Firm and Interruptible Capacity are ranked in relation to each other by Energinet. A Shipper's Nomination of Firm Capacity at an Entry or Exit Point is given a higher priority than (part of) a Shipper's Nomination of Interruptible Capacity. Accordingly, a Shipper's Accepted Nomination of Interruptible Capacity can be changed if another Shipper with a Firm Capacity Contract makes a Renomination of Firm Capacity.

Energinet shall always:

- a) give higher priority to Nominations and Renominations of Firm Capacity than Nominations and Renominations of Interruptible Level 1 Capacity; and
- b) give higher priority to Nominations and Renominations of Interruptible Level 1 Capacity than Nominations and Renominations of Interruptible Level 2 Capacity.

If several Shippers have acquired Interruptible Level 1 Capacity, and the total of Nominations exceed the available Firm Capacity, the priority of Nominations in relation to Interruptible Level 1 Capacity shall be determined based on the contractual timestamp of the respective Capacity Agreements governing Interruptible Level 1 Capacity. Capacity Agreements concerning Interruptible Level 1 Capacity coming into force earlier shall prevail over Capacity Agreements concerning Interruptible Level 1 Capacity coming into force later. If, after applying the procedure described in the preceding, two or more Nominations are ranked at the same position

and Energinet does not reduce all of them to zero, a pro rata reduction of these specific Nominations shall apply. The same procedure applies for Interruptible Level 2 Capacity. Notwithstanding the above, Energinet is not responsible for any Matching and curtailment performed by operators of the Adjacent System and by the operator of the Non-domestic Transmission System.

The pro rata distribution of excess Capacity between Shippers with Interruptible Capacity is based on the Nominations and Renominations most recently received from each Shipper and its Counterparties.

The pro rata distribution of Nominations relating to Interruptible Capacity is not final until Energinet has accepted or reduced the last possible Renominations for a given Hour by means of an Accepted Nomination. Accordingly, an Accepted Nomination of Interruptible Capacity received by the Shipper more than 1 Hour before the Hour to which the underlying Nomination relates, can be changed.

6.5.3 Reduction due to repairs, maintenance or reduced capacity

Energinet may reduce the Accepted Nominations if the Capacity is temporarily reduced in all or part of the Transmission System, Storage Facilities or Adjacent Systems due to:

- a) repair and maintenance being conducted, see clause **Fel! Hittar inte referenskälla.** as well as RGS; or
- b) physical or operational circumstances, in which case Energinet or Gas Storage Denmark issues a reduced capacity notice, see clause **Fel! Hittar inte referenskälla.** as well as RGS.

6.5.4 Reduction due to failure to comply with Quality and Delivery Specifications

If the Natural Gas does not comply or is not expected to comply with the stipulated Quality and Delivery Specifications and Energinet, Gas Storage Denmark or the operators of the Adjacent System refuse to receive, at the Entry, Storage or Exit Point(s), the Natural Gas transported by the Shipper, see clauses **Fel! Hittar inte referenskälla. Fel! Hittar inte referenskälla. - Fel! Hittar inte referenskälla., Fel! Hittar inte referenskälla. Fel! Hittar inte referenskälla. Fel! Hittar inte referenskälla.** and **Fel! Hittar inte referenskälla. Fel! Hittar inte referenskälla.,** the Shipper's Accepted Nominations or Renominations hereof shall be reduced for the number of Hours/Gas Days the situation persists.

6.5.5 Restrictions and reductions due to Emergency or Force Majeure

Energinet is entitled to implement restrictions in relation to a Shipper's Nominations, reduce Accepted Nominations and Renominations hereof in Emergency, see clause 16 or Force Majeure, see clause **Fel! Hittar inte referenskälla..**

6.6 Matching procedure at Entry, Exit and Storage Point(s)

Before and during the Gas Day, Energinet, operators of the Adjacent System and Gas Storage Denmark undertake continuous Matching of:

- a) the Shipper's latest Nominations for the Entry Point and Renominations thereof with the latest Nominations/Renominations made by the Shipper's Counterparties at the Entry Point in the Adjacent Systems;
- b) the Shipper's latest GTF Nominations and Renominations hereof with the latest Nomination/Renomination of the Shipper's Counterparties at the GTF;
- c) the Shippers's possible Nomination/Renomination for the ETF Point with the Nominations following from the Shipper's trades at Gaspoint Nordic;
- d) the Shipper's latest Nominations for the Storage Point or Renominations with the latest Nominations/Renominations made by the Shipper's Counterparties at the Storage Point; and
- e) the Shipper's latest Nominations for the Exit Point and Renominations thereof with the latest Nominations/Renominations made by the Shipper's Counterparties at the Exit Point in the Adjacent Systems.

If Matching is undertaken on the basis of Renominations received from the Shippers or their Counterparties after 04:00 before the Gas Day, this will in pursuance of clause 6.3 c) only be effective for the remaining Hours of the Gas Day.

If a Shipper's most recent Nomination and Renominations do not correspond to the most recent Nominations and Renominations made by its Counterparties at the relevant Storage, Entry or Exit Point(s), the Accepted Nominations shall be reduced to the lowest of the values nominated or renominated.

6.7 The auxiliary point HP Ellund

As regards the auxiliary point HP Ellund, Energinet receives Nominations etc. from the operator of the Adjacent System. The deadline and specific terms for Nominations etc. related to HP Ellund is governed by the operator of the Adjacent System.

On each Gas Day before 18:00, Energinet shall inform the Shipper:

- a) whether the Nominations for the following Gas Day have been accepted;
- b) whether one or more of the Nominations have been reduced, see clause 6.5.

Nominations accepted or reduced in accordance with the procedure outlined above constitute the Accepted Nominations for the Gas Day in question.

6.8 Single Sided Nomination Mechanism

On request by the Shipper, the Single Sided Nomination Mechanism applies for Ellund. Under the Single Sided Nomination Mechanism Energinet receives nominations from the operator of the Adjacent System.

In order to activate the Single Sided Nomination Mechanism, the Shipper shall send an e-mail to Energinet (anmodning@energinet.dk), in which the Shipper declares which Counterparty may nominate on behalf of him, 3 Business Days before start using the Single Sided Nomination

Mechanism. In case of cancellation of the authorization, the Shipper shall inform Energinet thereof 3 Business Days in advance.

6.9 Supply Plan for Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points

Energinet receives a forecast or delivery for Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Point(s) from the operator of the Non-domestic Transmission System. The deadline and specific terms for supply plans etc. related to the Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points is governed by the operator of the Non-domestic Transmission System.

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7. Allocation

Allocation of Natural Gas quantities is used as the basis for determining the Shipper's payment in the Transmission System.

7.1 Allocation principle applied at the Entry and Exit Point(s)

At the Entry and Exit Points a quantity of Natural Gas corresponding to the Accepted Nomination is allocated to the Shipper every Hour, while the difference between the Accepted Nomination and the measurement performed at the points in question is allocated to a buffer account handled by operators of the Adjacent System and Energinet.

Energinet shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet has received the data required for Matching, and thus for Allocation, from the Adjacent System operators.

7.2 Allocation principle applied at the RES Entry Point

At the RES Entry Point, the Shipper is allocated a quantity of Biomethane every Hour corresponding to the sum of the metered value in the same Hour at the Metering Points for Biomethane in the Biomethane Portfolio in question.

If several Shippers transport Biomethane from a Biomethane Portfolio, the quantities of Biomethane shall be allocated to the Shippers on a pro rata basis in relation to the Accepted Nominations for the Hour in question at the Biomethane Portfolio.

If Energinet is notified by the relevant Network Owner that delivery of Biomethane has been suspended for whatever reason, Energinet will inform the Shipper of this and no Biomethane will be allocated to the Shipper. Notwithstanding the latter, the Shipper shall continue to conduct Nominations for the Biomethane Portfolio, however, the Shipper shall state "0" in its Nominations.

Energinet shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantity allocated to the Shipper on the preceding Gas Day.

7.3 Allocation principle applied at the Storage Point

At the Storage Point a quantity of Natural Gas is allocated to the Shippers every Hour corresponding to their Accepted Nomination for each Hour. Reference is made to RGS.

Energinet shall before 14:00 on each Gas Day inform the Shippers of the Natural Gas quantities allocated on the previous Gas Day.

7.4 Allocation principle applied for Gas Transfers

Energinet shall carry out Allocation at the GTF Point for both the Transferring Shipper and the Receiving Shipper (as these terms are defined in Rules for GTF) in accordance with the procedures specified in Rules for GTF.

Allocation at the ETF Point must be carried out by Energinet on the basis of the Nominations resulting from trades at Gaspoint Nordic in accordance with the procedures set out in the Rules for ETF.

7.5 Allocation principle applied at the Domestic Exit Zone for Daily Read Metering Sites

7.5.1 Allocation principle applied at the Direct Sites

At a Direct Site the Shipper every Hour is allocated a quantity of Natural Gas corresponding to the metered value in the same Hour at the Direct Site in question.

If several Shippers in the Transmission System transport Natural Gas to a Direct Site, the Natural Gas quantities shall be allocated to the Shippers on a pro rata basis in relation to the Accepted Nominations for the Hour in question at the Direct Site.

Energinet shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantity allocated to the Shipper on the preceding Gas Day.

7.5.2 Allocation principle applied to the Distribution Network

The Daily Read Metering Sites in the Distribution Network each Hour is allocated a quantity of Natural Gas corresponding to the metered value in the same Hour at the Metering Sites in question.

If a Daily Read Metering Site is supplied with Natural Gas by two Gas Suppliers, the consumed quantities shall be distributed between the Gas Suppliers on the basis of the principle for allocation agreed with the Distribution Company in question.

7.5.3 Allocation principle applied to the Transmission System in the Allocation Area

In the Transmission System the Shipper shall be allocated a quantity of Natural Gas every Hour corresponding to the sum of the delivered quantities allocated to the Gas Suppliers for whom the Shipper transports Natural Gas.

If a Gas Supplier has Natural Gas transported by several Shippers in the Transmission System, the Gas Supplier's delivered quantity is allocated to the Shippers on a pro rata basis in accordance with the Accepted Nominations in the Allocation Area for the Hour in question.

Energinet shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet has received the necessary data from the Distribution Companies.

If the Shipper acts as its own Gas Supplier, the Shipper shall check that Allocations received daily from Energinet correspond to the daily consumption statements received from the Distribution Company. If the Shipper finds any discrepancies, he shall immediately inform both the Distribution Company and Energinet hereof.

7.6 Allocation principle applied at the Domestic Exit Zone for Non-Daily Read Metering Sites

7.6.1 Allocation principle applied to the Transmission System in the Allocation Area

The Distribution Companies shall distribute the Residual Consumption between the Gas Suppliers in a Distribution Network on the basis of each Gas Supplier's market share quotient (Distributed Residual Consumption).

The Distribution Companies shall before 11:00 on each Gas Day inform Energinet of the Residual Consumption calculated for the preceding Gas Day.

Energinet shall periodise the Distributed Residual Consumption over the 24 Hours of the Gas Day by means of an Hourly Distribution Key. At the transition to wintertime, the Hourly Distribution Key's value for the Hour between 02:00 and 03:00 shall be reused, so that the Gas Day lasts 25 Hours. At the transition to summertime, the Hourly Distribution Key's value for the same Hour shall be omitted, so that the Gas Day lasts 23 Hours. Changes can be made to the Hourly Distribution Key if Energinet ascertains changes in the distribution of the Distributed Residual Consumption over the Gas Day. Changes can be made by giving at least one Month's notice to the other Players.

In the Transmission System, the Shipper shall be allocated a quantity of Natural Gas every Hour corresponding to the hourly Distributed Residual Consumption related to the Gas Suppliers on whose behalf the Shipper transports Natural Gas.

If a Gas Supplier has Natural Gas transported by several Shippers in the Transmission System, the Gas Supplier's hourly Distributed Residual Consumption shall be allocated to the Shippers on a pro rata basis in accordance with the Accepted Nominations in the Allocation Area for the Hour in question. The provision concerning pro rata between Shippers in pursuance of the Accepted Nominations may be substituted by another principle of allocation as agreed between the Shippers and Energinet.

Energinet shall before 14:00 on each Gas Day inform the Shipper of the Natural Gas quantities allocated on the preceding Gas Day provided that Energinet has received the necessary data from the Distribution Companies.

On the basis of the information received about the individual Gas Supplier's Distributed Residual Consumption, Energinet shall calculate each Gas Supplier's Total Distributed Residual Consumption collectively for all Distribution Networks. The Total Distributed Residual Consumption shall be calculated as the sum of the Gas Supplier's Distributed Residual Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

7.7 Allocation principle applied at the Non-domestic Production, Non-domestic Consumption and Non-domestic Storage Points

For Non-domestic Production, Non-domestic Consumption and Non-domestic Storage Points the Shipper is allocated a quantity of Natural Gas corresponding to the value reported by the operator of the Non-domestic Transmission System.

7.8 Allocation principle applied for Capacity at the Joint Exit Zone

Shippers are allocated a quantity of Natural Gas corresponding to the allocated offtake in the Domestic Exit Zone and to the value for the Non-domestic Net Transfer reported by the operator of the Non-domestic Transmission System.

7.9 Update of Allocations and settlement principles

7.9.1 Update of Allocations

The Allocation as described in clauses 7.2, 7.5, 7.6, 7.7 and 7.8 is updated and communicated to the relevant Players in accordance with the following routines:

- a) The daily routine takes place immediately after the end of each Gas Day on the basis of Unvalidated Data. Meter data are collected and the sums are calculated.
- b) The monthly routine takes place after the end of each month and is based on Validated Data. Meter data are recollected and the sums resulting from the daily routine are recalculated.
- c) The 1st Correction takes place 4 months after the Month in question and is based on the most recent set of corrected meter data. All meter data are recollected and the sums are recalculated. The detailed rules on 1st Correction and the basis of this procedure are provided in the RfGD and Rules for Biomethane, respectively.
- d) The 2nd Correction takes place 15 months after the Month in question and is based on the most recent set of corrected meter data. All meter data are recollected and the sums are recalculated. The detailed rules on 2nd Correction and the basis of this procedure are provided in the RfGD and Rules for Biomethane, respectively.
- e) Independently of the 1st and 2nd Corrections, Energinet may choose to initiate an extraordinary correction if, for quite exceptional reasons, Energinet considers such procedure necessary.

Reconciliation takes place as described in clause 7.9.3.

7.9.2 Gas Supplier's Total Periodised Consumption

The Monthly Consumption at Monthly Read Metering Sites shall be read or estimated each Month at the end of every Month. The Annual Consumption at Annually Read Metering Sites shall be read or estimated every Year at year-end. The Distribution Companies shall provide the relevant Gas Supplier with information about each consumption reading.

The Annual Consumption at each Annually Read Metering Site shall be periodised over the preceding 12 Months (Periodised Annual Consumption).

Each Gas Supplier's Periodised Consumption shall be calculated every Month as the sum of the Periodised Annual Consumption at all the Annually Read Metering Sites which the Gas Supplier supplies with Natural Gas and the sum of the Monthly Consumption at all Monthly Read Metering Sites which the Gas Supplier supplies with Natural Gas (Periodised Consumption).

For each month in which the Distribution Companies have periodised their Annual Consumption at all Annually Read Metering Sites in the Distribution Network, the Distribution Companies shall submit the Periodised Consumption for such Months to Energinet.

On the basis of the information received on Periodised Consumption, Energinet shall calculate each Gas Supplier's Total Periodised Consumption for all Distribution Network collectively. The Gas Supplier's Total Periodised Consumption shall be calculated as the sum of all the Gas Supplier's Periodised Consumption in each Distribution Network in which the Gas Supplier supplies Non-Daily Read Metering Sites.

The detailed rules on periodisation and the basis hereof are provided in the RfGD.

7.9.3 Reconciliation

The difference between a Gas Supplier's Total Distributed Residual Consumption and its Total Periodised Consumption is called the monthly positive or negative energy balance (settlement hereof is called Reconciliation).

Energinet shall calculate a balance amount for each individual portfolio of Non-Daily Read Metering Sites by multiplying the monthly energy balances by the Neutral Gas Price. The balance amount shall be accumulated for each Shipper for all Distribution Networks collectively by summing up the amounts for the portfolios of Non-Daily Read Metering Sites which the Shipper in question has supplied with Natural Gas. The statement of energy quantities between Shippers and Gas Suppliers is a matter solely between these parties.

On the basis of the difference between a Gas Supplier's Total Distributed Residual Consumption and its Total Periodised Consumption, the Commodity Charge in the Transmission System shall be redistributed between the Shippers.

Energinet shall calculate a balance amount for each Shipper for all Distribution Networks as a whole by multiplying the monthly energy balances by the Commodity Charge in the Transmission System.

9. Balancing

9.1 General

The transmission system operators are responsible for the ongoing balancing of the natural gas supply system. The Shipper shall be responsible to balance their deliveries and offtake in order to minimize the need for the transmission system operator to undertake balancing actions.

Each Gas Day the Shipper shall deliver at the Storage, Entry, RES Entry, GTF, and ETF Point(s) a daily quantity which corresponds to the total quantity offtaken by the Shipper at the Domestic Exit Zone, GTF, ETF, Storage and Exit Point(s) and by taking into account delivery or offtake at Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points on the same Gas Day.

If the sum of the Shipper's deliveries for the Gas Day is not equal to the sum of his offtake for this Gas Day, the Shipper is deemed imbalanced for this Gas Day and charges for Daily Imbalance Quantities shall be applied in accordance with clause 17.2 d) i)-iii). But in the event that data performance for within-day data is below a certain level, Energinet shall pay the Shipper pursuant to clause 17.2 d) iv).

Shippers may pool imbalances between deliveries and offtake at the Storage, Entry, RES Entry, GTF and ETF Point(s) and on the other hand the Shippers offtake in the same Gas Day at the Domestic Exit Zone and the GTF, ETF, Storage and Exit Point(s) plus/minus the delivery or offtake at Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points in accordance with the following provisions. However, if necessary due to physical factors in the Transmission System, Energinet may restrict the right to pool such imbalances in all or parts of the Danish Gas System and/or to Non-domestic Consumption, Non-domestic Production and Non-domestic Storage Points.

9.2 Daily balancing

9.2.1 Information duty towards Shippers before the Gas Day

At 13.00 on the Gas Day before the Gas Day, the Shipper shall be informed about his expected offtake of Non-Daily Read Metering Sites for each Allocation Area for the following Gas Day based on forecast.

9.2.2 Information duty towards Shippers during the Gas Day

Before 06.45 on the Gas Day, the Green Zone for the Gas Day in question shall be published on Energinet Online.

Starting at 6.45 on the Gas Day, the Estimated Balance for the Gas Day shall be published every Hour on minute 45 until 02:45 on Energinet Online.

At the times listed below, the Shipper shall be informed about deliveries from the Shipper's Biometane Portfolio(s) for each Network Area, offtake from the Shipper's Consumer Portfolio(s) consisting of Daily Read Metering Sites for each Allocation Area and the offtake from Direct Site(s):

- Before 13.45 on the Gas Day, information on offtake and deliveries covering the interval from 06.00 to 12.00 for the Gas Day.

- Before 16.45 on the Gas Day, information on offtake and deliveries covering the interval from 06.00 to 15.00 for the Gas Day.
- Before 19.45 on the Gas Day, information on offtake and deliveries covering the interval from 06.00 to 18.00 for the Gas Day.
- Before 22.45 on the Gas Day, information on offtake and deliveries covering the interval from 06.00 to 21.00 for the Gas Day.
- Before 01.45 on the Gas Day, information on offtake and deliveries covering the interval from 06.00 to 24.00 for the Gas Day.

At the same times stated above, the Shipper shall be informed about its expected offtake of Non-Daily Read Metering Sites for each Allocation Area based on forecast.

9.2.3 The transmission system operator's actions during the Gas Day

In case the published value of the Estimated Balance is in the Yellow Zone during the Hour preceding the below listed time intervals, Energinet may trade at Gaspoint Nordic. Energinet may trade, partly or entirely, the quantities corresponding to the difference between the latest value of the Estimated Balance and the value that defines the border between the Green Zone and the Yellow Zone in relation to within day product. The difference shall be round up to the smallest tradable unit at Gaspoint Nordic. If the Estimated Balance is in the Yellow Zone, Energinet may trade every Hour between 09.00 and 18.00 and within the time intervals 20.05-20.15 and 23.05-23.15 respectively.

Energinet publishes at Energinet Online information on the highest purchase price and the lowest sell price of Energinet's trades at Gaspoint Nordic.

9.2.4 Energinet's information duty towards Shippers the following Gas Day

Based on Unvalidated Data Energinet shall before 14.00 on the following Gas Day inform the Shipper of the Daily Imbalance Quantity allocated to the Shipper.

Based on Unvalidated Data Energinet shall before 14.00 on the following Gas Day publish the Calculated Balance for the preceding Gas Day.

16. Security of supply

Energinet is responsible for the security of supply for the Danish Gas Market pursuant to the Danish Natural Gas Supply Act. During abnormal state of operation, Energinet is entitled to activate each of the three crisis levels (Early Warning, Alert and Emergency) depending on the supply situation.

Prior to or at each of the three crisis levels, Energinet will inform the Shippers and other relevant Players, including operators of the Adjacent Systems and the operator of the Non-domestic Transmission System, about the supply situation, including information about capacities available or reduced in the Transmission System, as soon as Energinet has relevant information. Energinet will update the information at regular intervals during the three crisis levels.

16.1 Early Warning

16.1.1 Energinet's rights and obligations

In the event of Early Warning Energinet may increase the adjustment-step 1 and 2 related to Daily Imbalance Quantities, as set out in the Price List, up to 100 per cent.

16.2 Alert

16.2.1 Energinet's rights and obligations

In the event of Alert:

- a) Energinet may increase the adjustment-step 1 and 2 related to Daily Imbalance Quantities, as set out in the Price List, up to 100 per cent.
- b) Energinet and the operator of the Non-domestic Transmission System will exchange relevant information. On the basis of such information and the crises plans, discussions on proper measures to solve the situation will take place. If such discussions should not lead to any acceptable result, Energinet is entitled to give reasonable instructions to the operator of the Non-domestic Transmission System, including but not limited to instructions associated to the gas flow through the Network Separation Point. Noncompliance with these instructions implies that Energinet is entitled to take certain reasonable and necessary measures. These measures will be communicated to all relevant players along with further instructions, if needed.

16.3 Emergency

16.3.1 Energinet's rights and obligations

If, as a result of Emergency, Energinet is unable to fulfil its obligations, in full or in part, in relation to a Shipper's Capacity Agreement, the fulfilment of the obligations resting on Energinet is suspended for as long as and to the extent Emergency continues.

In the event of Emergency, imbalances are not allowed unless otherwise instructed by Energinet.

Energinet is entitled to give direct instructions regarding Nominations at Entry, Exit, Storage, GTF and ETF Point(s). If a Shipper does not comply with the instructions, Energinet is entitled to alter the Nominations in accordance with the instructions or to exclude the Shipper from the Danish Gas Market. Any non-compliance with Energinet's instructions on the part of a Shipper or a Gas Supplier at the Emergency level is treated as a wilful act or omission.

In case of Emergency, Energinet and the operator of the Non-domestic Transmission System will exchange relevant information. On the basis of such information and the crises plans, discussions on proper measures to solve the situation will take place. If such discussions should not lead to any acceptable result, Energinet is entitled to give reasonable instructions to the operator of the Non-domestic Transmission System, including but not limited instructions associated to the gas flow through the Network Separation Point. Noncompliance with these instructions implies that Energinet is entitled to take certain reasonable and necessary measures. These measures will be communicated to all relevant players along with further instructions, if needed.

Energinet is entitled to include Natural Gas quantities subject to filling requirements in the Storage Facilities in accordance with separate agreements.

16.3.2 Shippers' and Storage Customers' obligations

In the event of Emergency, Shippers and Storage Customers shall:

- a) continue to deliver Natural Gas to the Danish Gas System at the Entry and GTF Point(s);
- b) inform Energinet immediately if an event occurs materially affecting the Shipper's ability to deliver Natural Gas at the Entry, Exit, Storage, GTF and ETF Point(s); and
- c) make Natural Gas subject to filling requirements in the Storage Facilities available to Energinet in accordance with separate agreements and comply with RfG unless otherwise instructed by Energinet.

The Shippers shall continue to make Nominations in order to provide Energinet with the best possible information about the expected offtake, despite the fact that Energinet in Emergency may undertake to supply the Shippers' Gas Suppliers Consumers and the Shipper's Direct Consumer's Direct Sites, cf. clause 16.5.

Any Natural Gas delivered by a Shipper to the Danish Gas System is allocated in favour of the Shipper's balance. If all consumption within the Domestic Exit Zone cannot be covered by the Shipper's deliveries, Energinet delivers the remaining. The Shipper will be invoiced for the quantities delivered by Energinet in accordance with clause 17.2 g).

Any Natural Gas delivered by the Shipper can be used for transit in accordance with clause 16.3.3, or will be purchased by Energinet in accordance with clause 17.2 d).

Any Natural Gas offtake in the Balancing Area shall be covered by the Shipper's deliveries. If a Shipper's offtake at other points than the Domestic Exit Zone is not covered by the Shipper's deliveries, the Shipper shall be invoiced according to clause 17.2 g).

16.3.3 Transit

Transit of Natural Gas shall be maintained during Emergency within the limits of the Danish Natural Gas Supply Act and the Security of Supply Regulation, always provided that:

- a) the Shipper make Natural Gas not subject to filling requirements available at the Entry, GTF and Storage Point. The Natural Gas quantities made available by the Shipper shall at least correspond to the Natural Gas quantities offtaken by the Shippers' Gas Suppliers Consumers and the Shipper's Direct Consumer's Direct Sites;
- b) the Shipper must balance its deliveries and offtake; and
- c) Energinet shall be able to transport the Shippers' Natural Gas through the Transmission System. If, for example, pressure problems occur, Energinet will do its best to provide a solution, including making proposals for the Shipper to deliver extra Natural Gas quantities to the Transmission System in order to maintain the pressure at the relevant Exit Point or Network Separation Point. If such extra Natural Gas quantities are not redelivered at the Exit Point or Network Separation Point, they shall be paid for in accordance with clause 17.2 g).

16.4 Collaboration

During Emergency, all parties shall collaborate with Energinet to ensure that the Danish Gas Market is affected as little as possible and that the supply of Natural Gas is maintained to a reasonable extent.

16.5 Protected and Non-Protected Consumption Sites

Energinet publishes every year on its website, not later than on 1 May, a list of Non-Protected Consumption Sites for the following Gas Year.

In the event of Emergency, the supply of Natural Gas to Non-Protected Consumption Sites shall be interrupted partially or fully at a notice of 72 Hours, if required by Energinet.

16.6 Interruptible supply

A Consumer owning a Consumption Site connected to the Transmission System east of Egtved, with a minimum consumption of 2 million m³/Year, may choose interruptible supply with regard to all or part of the supply to the said Consumption Site. Energinet offers Hyper3-interruptibility.

If a Consumer wishes to choose interruptible supply for the relevant Consumption site, the Consumer shall inform Energinet thereof and participate in a tender for interruptible supply. A description of the process leading to agreements on interruptible supply including a detailed description of the tender and auction mechanism is available on Energinet's website.

17. Charges and fees

Unless a charge is determined by way of Auction, the charges and fees applicable at any time is listed in the Price List, which can be found on Energinet's website. Any charge or fee payable to Energinet shall be paid in accordance with clauses 17 and 18.

17.1 Capacity Charges and Commodity Charge in the Transmission System

a) Firm Capacity

The Shipper shall pay a Capacity Charge for Firm Capacity.

Unless determined by way of Auction, the charge for Firm Capacity is announced in connection with FCFS.

b) Interruptible Capacity

The Shipper shall pay a Capacity Charge for Interruptible Capacity.

Unless determined by way of Auction, the charge for Interruptible Capacity follows from the Price List. The charges for Interruptible Capacity shall reflect the expected probability of Interruptible Capacity being available. Energinet's estimations of the probability of Interruptible Capacity becoming available are based on a best-efforts basis evaluation of the physical Capacity, current Capacity Agreements, the non-binding quantity profiles received from the Shippers, obligations in relation to Adjacent Systems, historic patterns and other sources of information.

c) Commodity Charge

The Shipper shall pay a Commodity Charge for the Natural Gas quantities allocated at the Exit Points and in the Joint Exit Zone.

For Natural Gas quantities delivered at a Direct Site, Energinet invoices a separate Security of Supply Charge to the relevant Direct Site(s). For other Natural Gas quantities, Energinet invoices Security of Supply Charge to the Protected and Non-Protected Consumption Sites via the Distribution Companies.

17.2 Other fees and charges

a) Nomination fee

i) Domestic Exit Zone

If the Shipper's total offtake in the Domestic Exit Zone in the Gas Day deviates by more than plus/minus 20 per cent from the Natural Gas quantity stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations in the Domestic Exit Zone, the Shipper shall pay a nomination fee.

Energinet can if it deems it necessary reduce the above-mentioned percentages and replace the tolerances for the Gas Day and the Domestic Exit Zone with a specific tolerance for each Hour and each Allocation Area.

Shippers not having had Natural Gas transported on previous occasions in accordance with RfG may submit a request to Energinet asking to be exempted from paying a nomination fee for a period of 2 Months calculated from the first Gas Day of the Shipper's first Capacity Period. Not later than 3 Business Days after receiving a request from a Shipper for exemption from paying the nomination fee, Energinet shall inform the Shipper in writing whether such request has been granted.

ii) RES Entry Point

If the Shipper's total delivery at the RES Entry Point in the Gas Day deviates by more than plus/minus 20 per cent from the Natural Gas quantity stipulated for all Hours of the Gas Day in all of the Shipper's Accepted Nominations at the RES Entry Point, the Shipper shall pay a nomination fee.

Energinet can if it deems it necessary reduce the above-mentioned percentages and replace the tolerances for the Gas Day and the RES Entry Point with a specific tolerance for each Hour and each Allocation Area.

Shippers not having had Natural Gas transported on previous occasions in accordance with RfG may submit a request to Energinet asking to be exempted from paying a nomination fee for a period of 2 Months calculated from the first Gas Day in the Shipper's first Capacity Period. Not later than 3 Business Days after receiving a request from a Shipper about exemption from paying the nomination fee, Energinet shall inform the Shipper in writing whether such request has been granted.

b) Overrun related to the Joint Exit Zone

If the Shipper's offtake in the Joint Exit Zone in one or more Hours during the Gas Day exceeds the Shipper's pooled Capacity according to the monthly Validated Data, the Shipper shall pay the Capacity Charge for Daily Capacity (Firm Capacity) based on the overrun quantities for the Hour with the highest overrun during the relevant Gas Day. Further, a claim for damages may be set out in accordance with clause **Fel! Hittar inte referenskälla..**

c) Overdelivery charge at the RES Entry Point

If the Shipper's deliveries at the RES Entry Point in one or more Hours during the Gas Day exceed the Shipper's pooled Capacity according to the monthly Validated Data, the Shipper shall pay the Capacity Charge for Daily Capacity (Firm Capacity) based on the overdelivery quantities for the Hour with the highest overdelivery during the relevant Gas Day. Further, a claim for damages may be set out in accordance with clause **Fel! Hittar inte referenskälla..**

d) Daily imbalance charge

The Shipper shall be bound to pay or be entitled to receive (as appropriate) daily imbalance charges in relation to his Daily Imbalance Quantity for each Gas Day. Energinet calculates a Daily Imbalance Quantity for each Shipper for each Gas Day in accordance with the following formula: Daily Imbalance Quantity = deliveries – offtakes.

To calculate daily imbalance charges for each Shipper, Energinet shall multiply the Shipper's Daily Imbalance Quantity by the applicable price determined in accordance with below. The daily imbalance charge shall be based on the Daily Imbalance Quantity calculated from monthly Validated Data.

Daily imbalance charges shall be applied as follows:

(a) if the Shipper's Daily Imbalance Quantity for the Gas Day is positive then the Shipper shall be deemed to have sold Natural Gas to Energinet equivalent to the Daily Imbalance Quantity and therefore shall be entitled to receive a credit in respect of daily imbalance charges from Energinet; and

(b) if the Shipper's Daily Imbalance Quantity for the Gas Day is negative then the Shipper shall be deemed to have purchased Natural Gas from Energinet equivalent to the Daily Imbalance Quantity and therefore shall be obliged to pay daily imbalance charges to Energinet.

i) Green Zone through the Gas Day

In case the Estimated Balance and the Calculated Balance through the Gas Day is in the Green Zone the Daily Imbalance Quantity shall be settled at Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List.

ii) Energinet trading and Yellow Zone during the Gas Day

In the event that Energinet trades at Gaspoint Nordic in the Gas Day due to the Estimated Balance being in the Yellow Zone during the Gas Day, the Daily Imbalance Quantity shall be settled at either:

- a) Energinet's marginal trade price (buy and/or sell) on the within-day product for balancing purposes in the Gas Day at Gaspoint Nordic; or
- b) the Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List, unless the Calculated Balance at the end of the Gas Day is in the Yellow Zone in which case the adjustment is equal to adjustment step 2 as set out in the Price List.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balance(s) was(were) positive when Energinet traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the lowest of the above mentioned prices. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balance(s) was(were) negative when Energinet traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the highest of the above mentioned prices.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balance(s) was(were) negative when Energinet traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the Neutral Gas Price, minus an adjustment equal to adjustment step 1 as set out in the Price List. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balance(s) was(were) positive when Energinet traded

at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at Neutral Gas Price plus an adjustment equal to adjustment step 1 as set out in the Price List.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive and the Estimated Balances were both positive and negative when Energinet traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at lowest of the above mentioned prices. In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative and the Estimated Balances were both positive and negative when Energinet traded at Gaspoint Nordic for balancing purposes, the Shipper shall be settled at the highest of the above mentioned prices.

iii) No Energinet trading and Yellow Zone at the end of the Gas Day

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive, the Calculated Balance is negative and is in the Yellow Zone at the end of the Gas Day and Energinet has not traded at Gaspoint Nordic for balancing purposes during the Gas Day, the Daily Imbalance Quantity shall be settled at the Neutral Gas Price adjusted in accordance with adjustment step 1 as set out in the Price List. The same shall apply in the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative, the Calculated Balance is positive and in the Yellow Zone at the end of the Gas Day when Energinet has not traded at Gaspoint Nordic for balancing purposes.

In the event that a Shipper's Daily Imbalance Quantity for the Gas Day is positive, the Calculated Balance is positive and is in the Yellow Zone at the end of the Gas Day and Energinet has not traded at Gaspoint Nordic for balancing purposes during the Gas Day, the Daily Imbalance Quantity shall be settled at the Neutral Gas Price adjusted in accordance with adjustment step 2 as set out in the Price List. The same shall apply in the event that a Shipper's Daily Imbalance Quantity for the Gas Day is negative, the Calculated Balance is negative and in the Yellow Zone at the end of the Gas Day when Energinet has not traded at Gaspoint Nordic for balancing purposes.

iv) Data performance for within-day data for the Domestic Exit Zone

In the event that data performance for within-day data (the difference between monthly Validated Data and within-day data) for the Domestic Exit Zone aggregated for a Month is calculated to less than 95 %, Energinet shall pay the Shipper for the difference between 95 % and the calculated number for data performance for the Month in question multiplied with settled charge for Daily Imbalance Quantity for each Gas Day. The payment is limited to the settled adjustment step 1 and/or adjustment step 2 and/or the difference between the marginal trade price and the Neutral Gas Price for the relevant Gas Day pursuant to clause 17.2 d) ii).

e) Reconciliation

Reconciliation pursuant to clause 7.9.3 takes place on a monthly basis and shall be made as a settlement at the Neutral Gas Price.

Energinet shall pay monthly positive energy balances to the Shipper, and the Shipper shall pay monthly negative energy balances to Energinet.

f) Off-spec fees, etc.

i) Off-spec fee at the Entry Point

The off-spec fee in accordance with clause 11.3 d) and e), as set out in the Price List, shall be paid by the Shipper to Energinet.

ii) Off-spec fee in the Exit Zone or at an Exit Point

The off-spec fee in accordance with clauses 11.4 c) and d) and clause 11.5 a) and b), as set out in the Price List, shall be paid by Energinet to the Shipper.

iii) Delivery from the Shipper at the Entry Point despite rejection at the Exit Point on grounds of off-spec

For as long as the Shippers deliver Natural Gas at the Entry, GTF or Storage Point in accordance with clause 11.4 b), without the Natural Gas being redelivered at the Exit Point due to such Natural Gas being off-spec and consequently rejected by the Shippers, Energinet shall pay the Shippers for such Natural Gas quantities at the price set out in the Price List.

If the Shipper's reasonable documented direct costs of purchasing the Natural Gas quantities delivered but not redelivered by Energinet pursuant to clause 11.4 b) exceed the price set out in the Price List, Energinet shall also pay compensation for such difference.

g) Charges in Emergency and for deliveries in Force Majeure situations

For as long as Energinet ensures deliveries to the Consumers of the Shipper's Gas Suppliers as well as the Shipper's Direct Consumer's Direct Sites in an Emergency or Force Majeure situation without the Shipper delivering Natural at the Entry Point, see clause 16.2 and 15, the Shipper shall pay Energinet for such Natural Gas quantities at the price set out in the Price list.

If the Shipper's total offtake in the Balancing Area (except for the Domestic Exit Zone) is not covered by deliveries from the Shipper, the Shipper shall pay Energinet for such Natural Gas quantities at the price set out in the Price List.

17.3 Adjustment of fees and charges

All fees and charges for the following Gas Year will be published 1 Month before of the Auction of Annual Capacity. The Price List is published on Energinet's website.

Energinet may at its sole discretion furthermore adjust the fees and charges at any time.

18. Invoicing and payment

18.1 Invoicing of Shipper's Capacity

18.1.1 Annual, Quarterly and Monthly Capacity

Each Month Energinet shall send an invoice to the Shipper for Annual, Quarterly and Monthly Capacity in the Transmission System pertaining to the Month in question to be paid in accordance with clauses 17.1 a) and b).

18.1.2 Daily and Within-day Capacity

Each Month Energinet shall send an invoice to the Shipper for Daily and Within-day Capacity in the Transmission System for the preceding Month to the extent such Capacity has not yet been invoiced and such Capacity shall be paid in accordance with clauses 17.2 a) and b).

18.2 Monthly variable invoicing of Shippers

Energinet shall invoice the Shippers as soon as possible each Month the following charges and fees for the preceding Month:

Commodity Charge

- a) the Commodity Charge in the Transmission System pertaining to the Month in question which the Shipper shall pay in accordance with clause 17.1 c);

Nomination fee

- b) daily quantities, expressed in kWh, for which a nomination fee shall be paid in accordance with clause 17.2 a) i) – ii);

Overrun charges

- c) the overrun charge which the Shipper shall pay in accordance with clause 17.2 b);

Overdelivery charge

- d) the overdelivery charge which the Shipper shall pay in accordance with clause 17.2 c);

Balancing gas charges

- e) quantities, expressed in kWh, for which a daily imbalance charge shall be paid to Energinet or the Shipper in accordance with clause 17.2 d) i)-iii);
- f) quantities, expressed in kWh, for which, in connection with data performance below a certain level, the Shipper shall be debited to the invoice in accordance with clause 17.2 d) iv);

Off-spec fees

- g) quantities, expressed in kWh, for which the Shipper shall pay an off-spec fee in accordance with clause 17.2 f) i);
- h) quantities, expressed in kWh, for which Energinet shall pay an off-spec fee in accordance with clause 17.2 f) ii);

- i) quantities delivered by the Shipper but not redelivered by Energinet, expressed in kWh, for which Energinet shall pay an amount in accordance with clause 17.2 f) iii);

Natural Gas quantities delivered in the event of Emergency and Force Majeure

- j) quantities delivered by the Shipper/Storage Customer in Emergency, but not redelivered by Energinet, expressed in kWh, for which Energinet shall pay in accordance with clause 17.2 g);
- k) quantities delivered by Energinet to the Shipper's Gas Suppliers' Consumers in a Force Majeure situation, expressed in kWh, for which the Shipper shall pay in accordance with clause 17.2g);
- l) quantities delivered by the Shipper in a Force Majeure situation, but not redelivered by Energinet, expressed in kWh, for which Energinet shall pay in accordance with clause 17.2 d) ;

Fees in connection with Capacity Transfers

- m) fees for Capacity Transfers in accordance with the Rules for CTF;

Statement of total payment to be made

- n) a statement of all prices relating to the Natural Gas quantities calculated in the monthly invoice and the total amount, expressed in DKK, which the Shipper shall pay to Energinet.

In connection with extraordinary irregularities or deviations in the current data on which the Allocation of Natural Gas quantities is based, Energinet may choose fully or partially to omit invoicing the relevant fees and to invoice relevant imbalances at a Neutral Gas Price.

18.2.1 Invoice related to 1st Correction and 2nd Correction

Approximately 3 Months after dispatching the monthly variable invoice mentioned in clause 18.2, Energinet shall send a credit note/an invoice to the Shipper containing information about corrections to the invoiced information according to clause 18.2 a) – l) and n).

Approximately 14 Months after dispatching the monthly commodity invoice mentioned in clause 18.2, Energinet shall a credit note/an invoice to the Shipper containing information about corrections to the invoiced information according to clause 18.2 a) – l) and n).

18.2.2 Invoice related to an extraordinary correction

In extraordinary cases, Energinet may, in addition to the 1st and 2nd Correction, send a credit note/invoice to the Shipper containing information about corrections to the invoiced information in accordance with clause 18.2 a) – l) and n).

18.2.3 Invoice related to Reconciliation

Energinet shall make Reconciliation on a monthly basis. Reconciliation shall be made approximately 14 Months after dispatch of the monthly variable invoice mentioned in clause 18.2, by Energinet, see clauses 7.9.3, sending a credit note/an invoice to the Shipper containing information about the distribution of Natural Gas quantities (energy balances), see clause 17.2 e), and Commodity Charges, see clause 17.1.

18.3 Invoice to Direct Consumers

Energinet shall send an invoice to Direct Consumers as soon as possible each Month containing the Security of Supply Charge for the Natural Gas quantities delivered at a Direct Site pertaining to the Month in question which the Direct Consumer shall pay in accordance with clause 17.2 c);

18.3.1 Invoice related to 1st Correction and 2nd Correction

Approximately 3 Months after dispatching the Security of Supply Charge mentioned in clause 18.3, Energinet shall send a credit note/an invoice to the Direct Consumer containing information about corrections to the invoiced information.

Approximately 14 Months after dispatching the Security of Supply Charge mentioned in clause 18.3, Energinet shall send a credit note/an invoice to the Direct Consumer containing information about corrections to the invoiced information.

18.3.2 Invoice related to an extraordinary correction

In extraordinary cases, Energinet may, in addition to the 1st and 2nd Correction, send a credit note/invoice to the Direct Consumer containing information about corrections to the invoiced information.

18.4 Payment

- a) All payments from the Shipper shall be made by bank transfer to the bank account specified by Energinet.
- b) All payments from Energinet shall be made by bank transfer to the bank account specified by the Shipper.
- c) By giving 30 Business Days' prior notice of a due date for payment, each of the parties may choose a different bank.
- d) Payment shall be considered to have been made in time if the amount is transferred to the party's bank before 11:00 on the payment date. All costs associated with the transfer of amounts to a party's bank account shall be paid by the party making the transfer.
- e) All payments pursuant to the RfG shall be made in DKK.

18.5 Due dates

- a) The due date for the payment of monthly invoices in accordance with clauses 18.1 – 18.3.2 is the 25th of the current month. However, Energinet may extend the due date to the 25th of the following month if the relevant data are delayed.
- b) The due date for the payment of interest invoices in accordance with clauses 17 and 18 is 3 Business Days after the invoice was sent.
- c) If the due date is not a Business Day, payment shall be made on the Business day immediately before the due date.

18.6 Late payment

In the event of late payment, Energinet is entitled to charge reminder fees and default interest. The default interest shall be calculated from and including the due date to and including the day on which payment is received, at an annual interest rate corresponding to the discount rate of Danmarks Nationalbank at any given time with an addition of 5 percentage points. Such reminder fees and default interest shall be invoiced separately and as soon as possible.

18.7 Disagreement on payments etc.

- a) In the event of disagreement on a payment, payment shall be made in accordance with the invoices. After an agreement has been reached or a decision has been made about such payment, any difference between the payment according to the invoice and the decision shall be settled in accordance with clause 18.8.
- b) If a payment or documentation for credit approval with security in accordance with clause 19 remains outstanding for 5 Business Days, Energinet may, by giving 1 Business Day's notice, demand to receive all outstanding payments and/or terminate the relevant Capacity Agreement or Shipper Framework Agreement, see clause 22.1.

18.8 Errors or inaccuracies

- a) Each party is entitled by giving reasonable notice to gain access to the data on which an invoice is based with a view to verifying the invoice. If such a review reveals inaccuracies in an invoice which are not corrected in connection with Corrections or the Reconciliation, the invoice shall be corrected immediately, and payment in arrears, including interest in accordance with clause 18.6, shall be made in accordance with clause 18.5 a) and c).

Thus, the Shippers and Energinet cannot claim payment of interest against each other for disbursements which they have made in accordance with an invoice (or credit note) issued by Energinet prior to the due date specified in Energinet's latest invoice (or credit note) related to correction or reconciliation.

- b) In connection with extraordinary irregularities or deviations in the current data on which the allocation of Natural Gas quantities is based, Energinet may choose to refrain in full or in part from invoicing the relevant fees and to invoice relevant imbalances at the Neutral Gas Price.
- c) All data concerning invoices shall be kept for 5 Years. However, data subject to disagreement or legal dispute must always be kept for at least 1 Year after such disagreement has been resolved.

19. Credit approval

19.1 Credit approval of the Shipper

In order to be able to conclude Capacity Agreements a Shipper shall have obtained credit approval for a given Credit Limit from Energinet and provide security, if required by Energinet.

The Shipper shall send an email to Energinet (anmodning@energinet.dk) with a credit approval request stating the desired Credit Limit. The request shall be accompanied by documentation in the form of the Shipper's latest financial statements and all subsequently published financial reports in order to form a true and fair view of the Shipper's creditworthiness. The Shipper warrants that the documentation provided gives a true and fair view of the Shipper's creditworthiness at the time the request is sent and shall provide Energinet with such additional information about matters not appearing from the documentation forwarded as is considered necessary in order to give Energinet a true and fair view of the Shipper's creditworthiness. As soon as Energinet is in possession of information adequate to assess the Shipper's creditworthiness, Energinet will within 5 Business Days inform the Shipper of the result of such assessment, including the Credit Limit and whether security must be provided.

If Energinet has questions relevant for its assessment of the Shipper's creditworthiness, the Shipper shall answer such questions in detail and without undue delay. Should questions arise regarding the Shipper's annual financial statements etc., the Shipper shall permit its external auditor to provide Energinet with the answers.

Energinet may forward and disclose all relevant information and documentation received from the Shipper to a third party, if needed, in order to assess the creditworthiness of the Shipper. The creditworthiness of the Shipper is based on the equity ratio and the equity.

19.1.1 Credit Limit

The Credit Limit shall apply collectively to all the Shipper's agreements with Energinet.

The Shipper's Credit Limit shall at all times cover the payments in connection with the Shipper's requirement for Capacity, Imbalance Quantity and the use of the CTF in consecutive periods of 2 Months. Thus, the Shipper's Credit Limit shall at a minimum cover:

- a) Capacity Charge for the current Month;
plus
- b) the maximum possible Commodity Charge for all available Capacities for the current Month;
plus
- c) the maximum possible Commodity Charge for all available Capacities for the previous Month;
plus
- d) any current or expected outstanding charges to Energinet.

The minimum Credit Limit in the Transmission System is DKK 2,000,000, and prior to the granting of Credit Limits in excess of DKK 25,000,000, a detailed account of the reasons for such requirement may be solicited. The rules for the use of the Credit Limit in connection with Gas Transfers via GTF are laid down in the Rules for GTF.

Notwithstanding the above, the Credit Limit shall always cover all the Shipper's outstanding charges, fees and payments, including Energinet's expectations in this respect. On this basis, Energinet may demand that the Credit Limit be increased without notice.

On the basis of changes in the Shipper's expected payments or use of the GTF, the Shipper may request an increase in or reduction of the Credit Limit. On the basis of the request, Energinet will make a new credit assessment in accordance with this clause 19.

19.1.2 Security

A request for provision of security shall be made not later than 5 Business Days after receipt of the Shipper's request for a Credit Limit or at the time when Energinet ascertains that the Shipper no longer satisfies the requirements.

The Shipper shall provide the requested security as soon as possible and, in all events, within the time limit set by Energinet.

c) Forms of security

The Shipper shall provide security in DKK in favour of Energinet in one of the following forms:

- viii) payment of a deposit in the equivalent amount of the security to Energinet. No interest shall be payable;
- ix) an unconditional, irrevocable and, in the opinion of Energinet, satisfactory Guarantee Payable on Demand, cf. Appendix 8, provided by a bank acceptable to Energinet;
- x) an unqualified, unconditional, irrevocable and, in the opinion of Energinet, satisfactory deposit in the equivalent amount of the security and payable on demand in a bank acceptable to Energinet, see Appendix 8;
- xi) an unqualified, unconditional, irrevocable and, in the opinion of Energinet, satisfactory Guarantee Payable on Demand from a third party, see Appendix 8. Energinet shall assess the third party's creditworthiness and shall in the event of changes in the third party's creditworthiness be entitled to demand other security; or
- xii) an unconditional, irrevocable and, in the opinion of Energinet, satisfactory profit and loss agreement between the Shipper and a third party providing similar security as a Guarantee Payable on Demand see Appendix 8. Energinet shall assess the third party's creditworthiness and shall if the third party's creditworthiness changes be entitled to demand other security. Energinet may request a legal opinion at the Shipper's expense; and/or
- xiii) set-off of other fixed receivables; and/or
- xiv) similar satisfactory security.

All costs of furnishing the security shall be paid by the Shipper.

Security in the form of a Guarantee Payable on Demand (clause 19.1.2 c) ix) and xi) above) or a bank deposit (clause 19.1.2 c) x) above) shall only be payable on Energinet's written request and without the provision of further documentation.

Energinet may only use amounts paid under the security to settle its claims against the Shipper in accordance with RfG. Energinet shall inform the Shipper of its use of the security and of which claims the amount in question covers. Energinet shall be liable to the Shipper for releasing him from the claims settled by the use of the security.

Notwithstanding the expiry or termination of the Shipper Framework Agreement, the Shipper shall maintain the security until any and all claims against him under RfG have been settled. If the Shipper transports Natural Gas for Gas Suppliers with Daily Read Metering Sites, the security shall be maintained for up to 3 Months after the expiry or termination of the Shipper Framework Agreement. If the Shipper transports Natural Gas for Gas Suppliers with Non-Daily Read Metering Sites, part of the security shall be maintained for up to 16 Months after the expiry or termination of the Shipper Framework Agreement.

d) Failure to provide security

If the Shipper no longer satisfies the requirements concerning the form of security, the Shipper shall be informed accordingly and be given 5 Business Days to comply with the requirements. If the Shipper does not provide documentation within the said 5 Business Days that the requirements concerning security are satisfied, the Shipper shall be regarded as having breached the Shipper Framework Agreement, and the consequences provided in clause 18.7 b) shall apply.

e) Release of security

On expiry or termination of the Shipper Framework Agreement, Energinet shall release the security when all claims against the Shipper under RfG have been settled.

If security has been provided in the form of a deposit, full or partial repayment of any remaining deposit shall be made by Energinet offsetting the remaining deposit against Energinet's outstanding claims under RfG. Repayment shall be made in accordance with the rules given in clause 18.

If security has been provided in the form of a bank guarantee, see clause 19.1.2 c) ix), bank deposit, see clause 19.1.2 c) x), or a Guarantee Payable on Demand, see clause 19.1.2 c) xi), Energinet shall be under an obligation to the provider of the security to approve the release of such security.

19.1.3 Credit check

On a regular basis, Energinet will perform a credit check to establish whether the Shipper has sufficient credit to act in the Transmission System. Also, following every completed Auction, Energinet will perform a credit check to verify that the Shipper has sufficient credit to cover the concluded Capacity Agreement.

19.1.4 Insufficient credit

If the Shipper exceeds its Credit Limit, the Shipper will be limited in his options in the Transmission System. In case of insufficient credit, the following threshold limits and consequences hereof shall apply:

- f) If the Shipper uses more than 110% of its Credit Limit, the Shipper will automatically be limited in his options in the Transmissions System (insufficient credit level 1, see clause 19.1.5).
- g) If the Shipper uses more than 100% of its Credit Limit during more than 5 Gas Days per Gas Year, the Shipper will automatically be limited in its options in the Transmissions System (insufficient credit level 1, see clause 19.1.5).
- h) If the Shipper uses more than 110% of its Credit Limit during more than 5 Gas Days per Gas Year, the Shipper will automatically be suspended from the Transmission System (insufficient credit level 2, see clause 19.1.6).

19.1.5 Limitations in the Shipper's options in the Transmission System (insufficient credit level 1)

If the Shipper has insufficient credit as set out in clause 19.1.4 f) and g), the Shipper will receive an email from Energinet informing the Shipper of this.

Furthermore, the Shipper may no longer:

- i) export Natural Gas at the Exit Points;
- j) inject Natural Gas into the Storage Facilities;
- k) transfer Natural Gas by using the GTF;
- l) bid for Capacities at PRISMA; and
- m) sell Natural Gas at the Gaspoint Nordic.

Furthermore, the Shipper's Nominations at the Entry, GTF, and Storage Point(s) will be reduced pro rata in order for the Nominations to be covered by the Credit Limit.

19.1.6 Suspension from the Transmission System (insufficient credit level 2)

If the Shipper has insufficient credit as set out in clause 19.1.4 h), the Shipper will receive an email from Energinet informing the Shipper of this, and the Shipper will immediately be suspended from acting in the Transmission System. All Capacity Agreements etc. will be terminated.

19.2 Credit approval of the Direct Consumers

In order to be able to act as a Direct Consumer to a Direct Site the Direct Consumer shall have obtained credit approval for a given Credit Limit from Energinet and provide security, if required by Energinet.

The Direct Consumer shall send an email to Energinet (anmodning@energinet.dk) with a credit approval request stating the desired Credit Limit. The request shall be accompanied by documentation in the form of the Direct Consumer's latest financial statements and all subsequently published financial reports in order to form a true and fair view of the Direct Consumer's creditworthiness. The Direct Consumer warrants that the documentation provided gives a true and fair view of the Direct Consumer's creditworthiness at the time the request is sent and shall provide Energinet with such additional information about matters not appearing from the documentation forwarded as is considered necessary in order to give Energinet a true and fair view of the Direct Consumer's creditworthiness. As soon as Energinet is in possession of information adequate to assess the Direct Consumer's creditworthiness, Energinet will within 5 Business Days inform the Direct Consumer of the result of such assessment, including the Credit Limit and whether security must be provided.

If Energinet has questions relevant for its assessment of the Direct Consumer's creditworthiness, the Direct Consumer shall answer such questions in detail and without undue delay. Should questions arise regarding the Direct Consumer's annual financial statements etc., the Direct Consumer shall permit its external auditor to provide Energinet with the answers.

Energinet may forward and disclose all relevant information and documentation received from the Shipper to a third party, if needed, in order to assess the creditworthiness of the Shipper. The creditworthiness of the Shipper is based on the equity ratio and the equity.

19.2.1 Credit Limit

The Credit Limit shall apply collectively to all the Direct Consumer's agreements with Energinet.

The Direct Consumer's Credit Limit shall at all times cover the payments in connection with the Security of Supply Charge in consecutive periods of 2 Months. Thus, the Direct Consumers' Credit Limit shall at a minimum cover:

- a) the maximum possible Security of Supply Charge for the current Month;
plus
- b) the maximum possible Security of Supply Charge for the previous Month.

The minimum Credit Limit in the Transmission System is DKK 2,000,000, and prior to the granting of Credit Limits in excess of DKK 25,000,000, a detailed account of the reasons for such requirement may be solicited.

Notwithstanding the above, the Credit Limit shall always cover the Security of Supply Charge. Energinet may demand that the Credit Limit be increased without notice.

19.2.2 Security

A request for provision of security shall be made not later than 5 Business Days after receipt of the Direct Consumer's request for a Credit Limit or at the time when Energinet ascertains that the Direct Consumer no longer satisfies the requirements.

The Direct Consumer shall provide the requested security as soon as possible and, in all events, within the time limit set by Energinet.

n) Forms of security

The Direct Consumer shall provide security in DKK in favour of Energinet in one of the following forms:

- i) payment of a deposit in the equivalent amount of the security to Energinet. No interest shall be payable;
- ii) an unconditional, irrevocable and, in the opinion of Energinet, satisfactory Guarantee Payable on Demand, cf. Appendix 8, provided by a bank acceptable to Energinet;
- iii) an unqualified, unconditional, irrevocable and, in the opinion of Energinet, satisfactory deposit in the equivalent amount of the security and payable on demand in a bank acceptable to Energinet, see Appendix 8;
- iv) an unqualified, unconditional, irrevocable and, in the opinion of Energinet, satisfactory Guarantee Payable on Demand from a third party, see Appendix 8. Energinet shall assess the third party's creditworthiness and shall in the event of changes in the third party's creditworthiness be entitled to demand other security; or
- v) an unconditional, irrevocable and, in the opinion of Energinet, satisfactory profit and loss agreement between the Direct Consumer and a third party providing similar security as a Guarantee Payable on Demand see Appendix 8. Energinet shall assess the third party's creditworthiness and shall if the third party's creditworthiness changes be entitled to demand other security. Energinet may request a legal opinion at the Direct Consumer's expense; and/or
- vi) set-off of other fixed receivables; and/or
- vii) similar satisfactory security.

All costs of furnishing the security shall be paid by the Direct Consumer.

Security in the form of a Guarantee Payable on Demand (clause 19.1.2 c) ix) and xi) above) or a bank deposit (clause 19.1.2 c) x) above) shall only be payable on Energinet's written request and without the provision of further documentation.

Energinet may only use amounts paid under the security to settle its claims against the Direct Consumer in accordance with RfG. Energinet shall inform the Direct Consumer of its use of the security and of which claims the amount in question covers. Energinet shall be liable to the Direct Consumer for releasing him from the claims settled by the use of the security.

Notwithstanding the expiry or termination of the Direct Consumer Framework Agreement, the Direct Consumer shall maintain the security until any and all claims against him regarding the payment of Security of Supply Charge have been settled.

o) Failure to provide security

If the Direct Consumer no longer satisfies the requirements concerning the form of security, the Direct Consumer shall be informed accordingly and be given 5 Business Days to comply with the requirements. If the Direct Consumer does not provide documentation

within the said 5 Business Days that the requirements concerning security are satisfied, the Direct Consumer shall be regarded as having breached the Direct Consumer Framework Agreement, and the consequences provided in clause 18.7 b) shall apply.

p) Release of security

On expiry or termination of the Direct Consumer Framework Agreement, Energinet shall release the security when all claims against the Direct Consumer regarding the payment of Security of Supply Charge have been settled.

If security has been provided in the form of a deposit, full or partial repayment of any remaining deposit shall be made by Energinet offsetting the remaining deposit against Energinet's outstanding claims. Repayment shall be made in accordance with the rules given in clause 18.

If security has been provided in the form of a bank guarantee, see clause 19.1.2 c) ix), bank deposit, see clause 19.1.2 c) x), or a Guarantee Payable on Demand, see clause 19.1.2 c) xi), Energinet shall be under an obligation to the provider of the security to approve the release of such security.

19.2.3 Credit check

On a regular basis, Energinet will perform a credit check.

19.2.4 Insufficient credit

If the Direct Consumer exceeds its Credit Limit, the Direct Consumer will be limited in its options to supply Natural Gas from the Transmission System to its Direct Sites.

In case of insufficient credit, the following threshold limits and consequences hereof shall apply:

- q) If the Direct Consumer uses more than 110% of its Credit Limit, the Direct Consumer will automatically be limited in its options to supply Natural Gas from the Transmission System to its Direct Sites (insufficient credit level 1, see clause 19.2.5).
- r) If the Direct Consumer uses more than 100% of its Credit Limit during more than 5 Gas Days per Gas Year, the Direct Consumer will automatically be limited in its options to supply Gas from the Transmission System to its Direct Sites (insufficient credit level 1, see clause 19.2.5).
- s) If the Direct Consumer uses more than 110% of its Credit Limit during more than 5 Gas Days per Gas Year, the Direct Consumer will automatically be suspended from supplying Natural Gas from the Transmission System to its Direct Sites (insufficient credit level 2, see clause 19.2.6).

19.2.5 Limitations in the Direct Consumer's options in the Transmission System (insufficient credit level 1)

If the Direct Consumer has insufficient credit as set out in clause 19.2.4 q) and r), the Direct Consumer will receive an email from Energinet informing the Direct Consumer of this.

Furthermore, the Direct Consumer may no longer supply the Direct Site(s) with Natural Gas.

19.2.6 Suspension from the Transmission System (insufficient credit level 2)

If the Direct Consumer has insufficient credit as set out in clause 19.2.4 s), the Shipper will receive an email from Energinet informing the Direct Consumer of this, and the Direct Consumer will immediately be suspended from supplying Natural Gas from the Transmission System to its Direct Sites.

DRAFT

Prices for balancing gas
Effective as of 1 April 2019

Balancing	
Purchase and sale of balancing gas	
<u>Definition of neutral price for balancing gas:</u> The within-day reference price listed at Gaspoint Nordic, expressed in DKK/kWh.	
- Resulting price converted into DKK/kWh using the daily exchange rate as published by Danmarks Nationalbank (the Danish Central Bank)	
<u>Purchase price for balancing gas</u>	
- Adjustment step 1:	Neutral gas price minus 0.5 % of the neutral gas price
- Adjustment step 2:	Neutral gas price minus 3.0 %* of the neutral gas price
- Marginal purchase price:	Lowest price of either 1) lowest traded price by Energinet in the yellow zone during the relevant gas day, or 2) the relevant adjustment price (step 1 or 2).
<u>Sales price for balancing gas</u>	
- Adjustment step 1:	Neutral gas price plus 0.5 % of the neutral gas price
- Adjustment step 2:	Neutral gas price plus 3.0 %* of the neutral gas price
- Marginal sales price:	Highest price of either 1) highest traded price by Energinet in the yellow zone during the relevant gas day, or 2) the relevant adjustment price (step 1 or 2).
In situations of "Early Warning", "Alert" or "Emergency", the percentages of adjustment step 1 and 2 can increase up to 100%.	
* To be updated due to new methodology	

Force majeure and emergency prices	
Force majeure price**	The highest Day-ahead Index set at either Gaspoint Nordic; Gaspool or Net Connect Germany during the current storage year (1 May - 30 April).
In case a gas supply crisis (being either Early Warning, Alert or Emergency) is ongoing when entering a new storage year, it is still the price from the previous storage year that is valid after 1 May, until the crisis is cancelled.	
<u>Purchase price for balancing gas</u>	
- Adjustment step 1:	Neutral gas price minus 0.5 % of the neutral gas price
- Adjustment step 2:	Neutral gas price minus 3.0 %* of the neutral gas price
- Marginal purchase price:	Lowest price of either 1) lowest traded price by Energinet in the yellow zone during the relevant gas day, or 2) the relevant adjustment price (step 1 or 2).
<u>Energinet's sales price for balancing gas</u>	
- Adjustment step 1:	Force majeure price plus 0.5 % of the neutral gas price
- Adjustment step 2:	Force majeure price plus 3.0 %* of the neutral gas price
- Marginal sales price:	Highest price of either 1) highest traded price by Energinet in the yellow zone during the relevant gas day, or 2) the relevant adjustment price (step 1 or 2).
In situations of "Emergency", the percentages of adjustment step 1 and 2 can increase up to 100%.	
* To be updated due to new methodology	
** Payments covering deliveries in force majeure situations (including emergency)	

All prices and other fees and charges are exclusive of VAT and all kWh is listed in gross calorific value. Reference is made to the Rules for Gas Transport, applicable at any time.