

Gas Supplier Framework Agreement

between the Gas Supplier and
Energinet.dk Gastransmission

Agreement ID: _____

CLAUSE PARAMOUNT

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

1. Parties to the Agreement

This Gas Supplier Framework Agreement ("Framework Agreement") has been entered into between:

Energinet.dk Gastransmission

Name:

Address:

Postal code and city:

CVR-no.:

GLN Player Number:

and

the Gas Supplier

Name:

Address:

Postal code and city:

CVR no.:

GLN Player Number:

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

2. Purpose and scope

All Players in the Danish Natural Gas System shall be registered in a Register of Players in order to provide an effective basis for changing Gas Supplier and Shipper and establish communication between the Players.

This Framework Agreement and the electronic templates referred to in Clause 5.3 of the Rules for Gas Transport form the basis of the Gas Supplier's registration in the Register of Players. The electronic templates for updating the Register of Players are published on Energinet.dk's website.

The Rules for Gas Transport, including Clause 4.3 hereof, constitute the general contractual basis for access to the Danish Natural Gas System and shall apply to the Gas Supplier. In con-

nection with the conclusion of this Framework Agreement, the Gas Supplier has received a copy of the current version of the Rules for Gas Transport.

In order to act as a Gas Supplier, the Gas Supplier shall also enter into a Consumer Handling Agreement with the relevant Distribution Companies.

As the joint compilation of agreements and appendices relating to the Rules for Gas Transport is available in legally binding Danish and English versions, the Gas Supplier by entering into this English version of this Framework Agreement agrees to abide by and be bound by the English version of Rules for Gas Transport applicable at any time. If the Gas Supplier wants to be bound by the Danish version of the Rules for Gas Transport instead, the Gas Supplier shall enter into the Danish version of the Framework Agreement.

3. Definitions

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

Communication Standard shall mean all Edi Communication Guides and standards agreed on between Energinet.dk Gastransmission and the Distribution Companies and other standards applying at any time to communication between the Distribution Companies and the Other Players.

Other Communication shall mean any communication from Players to the Distribution Companies' computer systems sent by ordinary mail or telefax and which complies with the Communication Standards' emergency procedure specifications.

System-based Communication shall mean communication between a Player's and the Distribution Companies' computer systems, which shall comply with the Communication Standards' specifications concerning such systems.

4. Standards for communication with the Distribution Companies

By entering into this Framework Agreement, the Gas Supplier also agrees to abide by the Communication Standards applicable at any time. The said Communication Standards have been published by Energinet.dk Gastransmission on behalf of the Distribution Companies.

Communication with the Distribution Companies is regulated by the Distribution Companies' Consumer Handling Agreements.

4.1 Changes to Communication Standards

In connection with the conclusion of this Framework Agreement, the Gas Supplier has received a copy of the Communication Standards. The Communication Standards are subject to regular revision and changes shall be implemented as described in the Communication Standards.

The Communication Standards applicable at any time are published on Energinet.dk's website.

Material changes in the Communication Standards shall be communicated by Energinet.dk Gastransmission as specified in the Communication Standards.

4.2 Communication in accordance with the Communication Standards

The Gas Supplier shall communicate with the Distribution Companies as prescribed in the Communication Standards. The Gas Supplier may communicate by using either:

- a) System-based Communication;
- b) Other Communication.

Communication in accordance with Clause 4.2 b) may basically only be used in emergency situations when communication in accordance with Clause 4.2 a) is not technically possible. Notwithstanding the foregoing, the Gas Supplier may use the form of communication mentioned in Clause 4.2. b) in non-emergency situations against payment of a fee corresponding to the additional cost to the Distribution Companies for handling this form of communication.

Energinet.dk Gastransmission shall on a current basis record the Gas Supplier's status with respect to his choice of communication in the Register of Players.

4.3 Approval of System-based Communication

In order to be approved for System-based Communication with a Distribution Company, the Gas Supplier must have completed a successful test thereof on the basis of the test procedures specified by Energinet.dk Gastransmission. The test shall be carried out by Energinet.dk Gastransmission's Test Secretariat.

If Energinet.dk Gastransmission or a Distribution Company finds that the Gas Supplier does not fulfil the requirements applicable at any time to System-based Communication in accordance with the Communication Standards, Energinet.dk Gastransmission shall give the Gas Supplier 8 Business Days to remedy the matter preventing the Gas Supplier from fulfilling the requirements. If, at the end of the said 8 Business Days, the Gas Supplier still does not fulfil the requirements, Energinet.dk Gastransmission shall inform the Gas Supplier that he is no

longer approved for System-based Communication with the consequence that the Gas Supplier must communicate via Other Communication, cf. Clause 4.2.

5. Register of Players

Upon conclusion of the Framework Agreement, the Gas Supplier shall be registered in the Register of Players with his Base Data and Status Information. The Register of Players (including Base Data and Status Information) and the Gas Supplier's obligations in this respect are described in detail in the Rules for Gas Transport, including the types of information about the Gas Supplier available to Other Players. The Gas Supplier may request that he be registered as one or more Gas Suppliers with different GLN Player Numbers.

The Gas Supplier shall remain registered in the Register of Players until his Framework Agreements have expired and the rights and obligations under the Consumer Handling Agreements have been fulfilled.

6. Player Relationships

The Gas Supplier shall inform Energinet.dk Gastransmission of any changes in his Player Relationships, cf. Clause 4 of the Rules for Gas Transport.

7. Change of Gas Supplier

The Gas Supplier shall comply with the rules for change of Gas Supplier given in the Consumer Handling Agreement and the EdiDKgas Implementation Guide.

8. Assignment

The Gas Supplier's rights and obligations under the Framework Agreement may not be assigned to a third party without the relevant Distribution Companies' and Energinet.dk Gastransmission's prior written consent hereto.

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

9. Term of Agreement

This Framework Agreement shall enter into effect on the date on which it is signed and shall remain in force until terminated either in full or in part in pursuance of:

- a) Clause 10 of this Framework Agreement: Termination;
- b) Clause 11 of this Framework Agreement: Breach;
- c) Clause 12 of this Framework Agreement: Extensive Force Majeure.

10. Termination

The Gas Supplier may terminate the Framework Agreement with a notice of termination corresponding to the longest of the Gas Supplier's valid agreements with Consumers on the supply of Natural Gas plus at least two Months to expire at the end of a Month.

During the said period of notice the Gas Supplier can only be registered in the Register of Consumers as a Gas Supplier to new Consumers if the Gas Supplier's obligation to supply the Consumer expires no later than at the same time as the Framework Agreement ends.

If, notwithstanding the foregoing, the Gas Supplier is still registered in the Register of Consumers when the Framework Agreement expires, the rules given in the Consumer Handling Agreements and the EdiDKgas Implementation Guide shall apply.

11. Breach

In the event of a material breach of the Framework Agreement, Energinet.dk Gastransmission shall be entitled to terminate the Framework Agreement in its entirety without notice after which the Gas Supplier shall be denied registration in and access to the Register of Players, with the consequence that the Gas Supplier can no longer act as such in the Danish Natural Gas System.

Material breach includes, but is not limited to:

- a) repeated failure by the Gas Supplier to update Player Relationships in the Register of Players punctually, cf. Clause 5 of the Rules for Gas Transport;
- b) failure by the Gas Supplier to comply with requirements concerning documentation of Consumers' consent to a change of Gas Supplier, cf. the Consumer Handling Agreement;
- c) repeated material breach on the part of the Gas Supplier of a single Consumer Handling Agreement entered into with the Distribution Companies.

In the event of the Framework Agreement being terminated Energinet.dk Gastransmission shall record in the Register of Players that the Gas Supplier is no longer a party to a Framework Agreement or a Consumer Handling Agreement and shall inform the Gas Supplier and the

relevant Distribution Companies accordingly. Therefore, the Gas Supplier's requests for change of Gas Supplier shall be refused by the Distribution Companies affected.

12. Liability

Unless Energinet.dk Gastransmission has acted wilfully or grossly negligent, it cannot be held liable for damages for errors in information entered into the Register of Players, lack of access to the Register of Players, failure to update the Register of Players, failure to make backups of the Register of Players or faults in computer systems for the operation of the Register of Players.

The rules on Force Majeure included in the Rules for Gas Transport shall also apply to the Framework Agreement for both the Gas Supplier and Energinet.dk Gastransmission. If the Framework Agreement is terminated as a consequence of extensive Force Majeure, the provisions given in Clause 18.7 of the Rules for Gas Transport shall apply.

13. Changes

The Gas Supplier shall accept such regular changes to the Framework Agreement as are necessary in order for the Framework Agreement to always be in conformity with the version of the Framework Agreement applying at any time, which is included as an Appendix to the Rules for Gas Transport. In the event of changes, Energinet.dk Gastransmission shall give at least one Month's notice to the first Day of a Month, with the changes becoming effective after the expiry of the said period of notice.

14. Applicable law and venue

The venue and applicable law given in the Rules for Gas Transport applicable at any time shall apply to the Framework Agreement.

Date:

Place:

Date:

Place:

Energinet.dk Gastransmission

Gas Supplier