

**Access Agreement for Online**

("Online Agreement")

between

[name of the Storage Customer]

and

Gas Storage Denmark A/S

## 1. Parties to the Online Agreement

This Online Agreement has been entered by:

### Gas Storage Denmark

Name: Gas Storage Denmark A/S  
Address: Tonne Kjaersvej 65  
Postcode and town: DK-7000 Fredericia  
Relevant contact: Rune H. Gjermundbo  
Telephone: +45 61 24 02 14  
Email: rhg@gasstorage.dk  
CVR no.: 29851247  
(hereinafter referred to as "GSD")

and

### Storage Customer

Name: [XXX]  
Address: [XXX]  
Postcode and town: [XXX]  
Relevant contact: [XXX]  
Telephone: [XXX]  
Email: [XXX]  
CVR no.: [XXX]  
VAT no.: [XXX]  
(hereinafter referred to as "Storage Customer")

## 2. Definitions

Unless otherwise expressly stated, capitalized words shall have the meaning defined in Rules for Gas Storage ("RGS") in the applicable version at any time.

## 3. Purpose and scope

By entering into this Online Agreement, the Storage Customer will obtain access to GSD's Online System ("Online"), which enables the Storage Customer to:

- a) conclude Capacity Agreements for the purchase of Storage Capacity made available by GSD for purchase via Online;
- b) access to all the Storage Customer's concluded agreements with GSD (Storage Customer Agreement, Nomination Agreement, REMIT, Filling Requirements and agreements for the purchase of Storage Capacity);
- c) perform transfer of Storage Capacity and/or Natural Gas in the storage;
- d) nominate and renominate injection of Natural Gas into the Storage Facilities or withdrawal of Natural Gas from the Storage Facilities;
- e) publish announcements in the Bulletin board
- f) access to information regarding Master Data, Storage Account, Shipper Codes, Invoice, Bulletin board etc.

## 4. Two types of authorisation level

The Storage Customer's Users may be assigned one of the following two types of access to Online:

- a) Administration access, which enables the User to create and administrate information as set forth in clause 3 a) – f); or

- a) Read only access, which enables the User to view data as set forth in clause 3 b) and 3 f).

All authorised Users and their type of authorisation are notified in the Users List at the end of this Online Agreement. The authorisation of Users is conditional on the Storage Customer has concluded this Online Agreement with GSD.

## **5. Authorisation of Users**

The Storage Customer shall submit names, titles, email addresses and mobile phone numbers of the Users who should have access to the Online system by filling in the template provided in form of the Users List attached to this Online Agreement.

Further, the Storage Customer shall specify the authorisation type of each User:

- a) Administrator; or
- b) Read only.

The Users shall be employed by the Storage Customer and authorized to act on behalf of the Storage Customer.

In case of Nominations/Renominations carried out by a Third Party providing 24/7 or out of office hours dispatching operations on behalf of the Storage Customer, the Storage Customer may authorise Users employed by such Third Party with user access to Online.

Storage Customer shall promptly notify GSD if the employment of any registered User ceases.

Further, the Storage Customer is obligated to inform GSD in case the Storage Customer wants to change the type of the authorisation of a User.

## **6. Maintenance of Users and Users' authorisation**

If the Storage Customer wishes to add new User(s) or update existing User(s), the Storage Customer shall fulfil and submit the Users List attached to this Online Agreement with the appropriate information and send the Users List to GSD as a PDF file attached to an email sent to [contact@gasstorage.dk](mailto:contact@gasstorage.dk).

## **7. Access and security**

Upon the signing and submission of this Online Agreement to GSD, the specified User(s) in the Users List will receive a notification from GSD's Back Office containing login information (User ID & Password) and guidelines for how to access Online.

the User's login information is strictly personal and may only be used by the relevant User and may not be disclosed to anyone else. The Storage Customer is liable for all data registered through Online.

## **8. Limitations to Online**

GSD may add or remove information or services available through Online or limit the Storage Customer's use of the services. For instance, GSD decides how much Storage Capacity can be marketed via Online and the corresponding delivery period of the marketed Storage Capacity. Limitations may include restrictions to the types of transactions.

## **9. Limited liability of GSD**

GSD is only liable for loss incurred by the Storage Customer from using Online if such loss is due to material negligence on the part of GSD, and the Storage Customer has informed GSD of the problem causing such

loss without undue delay. Furthermore, the provision of RGS clause 20, Termination and damages shall apply.

In addition, GSD cannot be held liable for the completion of any losses incurred in connection with any Order(s), Transfer(s), Nomination(s)/Renomination(s) etc. or lack of acceptance of related Counterparties in case of transfer(s), placed by using Online. Thus, the Storage Customer shall continuously monitor whether any Order(s), Transfer(s), Nomination(s)/Renomination(s) etc. as set forth in clause 3 a) – f) are correct and confirmed by GSD.

In case the Storage Customer discovers any problems with any Order(s), Transfer(s), Nomination(s)/Renomination(s) etc. or lack of acceptance of related Counterparties in case of transfer(s), the Storage Customer shall immediately contact GSD for assistance. GSD is not obligated to assist the Storage Customer if the Storage Customer has not reported a problem without undue delay or if the commencement time of the relevant Order(s), Transfer(s), Nomination(s)/Renomination(s) and acceptance of related Counterparties in case of Transfers etc. has been exceeded.

Notwithstanding the above, GSD cannot be held liable for loss due to unavailability or lack of access to Online, or damage to any data stored through Online, regardless of whether GSD or any third party is responsible for the operation of Online.

## **10. Storage Customer's liability**

The Storage Customer and the Storage Customer's Users are responsible for the confidentiality and the use of the login information submitted by GSD to each User for accessing Online. Thus, the Storage Customer shall cover any loss incurred by GSD or any other Storage Customer caused by the improper use of the Users' login information.

However, the Storage Customer shall not be liable for losses occurring after the Storage Customer or the User has informed GSD that the User's account must be suspended in accordance with the procedures set forth in clause 12 of this Online Agreement.

## **11. Technical requirements**

In order to use Online, the User shall have a web browser installed and have access to the Internet.

## **12. Suspension of User's account**

The Storage Customer shall immediately inform GSD in case the Storage Customer becomes aware of any unauthorised use of a login information or receives any confirmation regarding Storage Capacity, Transfers etc. not ordered via Online by the Storage Customer.

The Storage Customer may at any time suspend a User's account by sending an email to [contact@gasstorage.dk](mailto:contact@gasstorage.dk) followed by a phone call to GSD's contact published on <https://gasstorage.dk/Contact-and-communication>. GSD shall not be considered to have been informed before GSD receives both the email and the telephone call.

After receiving notification for unauthorised use observed by the Storage Customer, GSD shall promptly suspend the relevant user account.

Furthermore, upon the suspension of the User's account, GSD shall send an email to the User using the User's email notified in the Users List attached to this Online Agreement. By sending the mail, GSD shall confirm the suspension of the User's account and provide information about the time for the received request for suspension, which is the latest of either the receipt of the email or the telephone call as mentioned previously in this clause 12. Following the suspension, the Storage Customer and GSD may agree on issuing of a new account for the User.

### 13. Assignment

The Storage Customer's rights and obligations under this Online Agreement may not be assigned to a third party without GSD's prior written consent.

GSD may assign its rights and obligations under this Online Agreement to a third party which performs the gas storage activities pursuant to applicable law at that time or to a legal entity in the Energinet group which performs the gas storage activities.

### 14. Term of agreement

This Online Agreement enters into force when signed by the Storage Customer and GSD.

The Online Agreement may be terminated by the Storage Customer without notice. Furthermore, the Online Agreement shall end if the Storage Customer's Framework Agreement is terminated.

### 15. Changes

This Online Agreement is subject to the version of RGS applicable at any time. In case of conflict between this Online Agreement and RGS, this Online Agreement shall prevail.

The Storage Customer shall accept any regular changes to this Online Agreement, which are necessary to keep this Online Agreement in compliance to the version of RGS applicable at any time.

### 16. Venue and applicable law

This Online Agreement shall be governed by Danish law.

Any dispute or controversy arising from this Online Agreement shall be settled in accordance with clause 19 of RGS.

Stenlille,        /        / 2021

,        /        / 2021

Gas Storage Denmark A/S:

[name of Storage Customer]:

\_\_\_\_\_  
Rune H. Gjermundbo  
Head of Sales and Planning

\_\_\_\_\_  
[Name and title of employee]

# Users List

## Authorised Users - Storage Customer

Pursuant to the terms and conditions of this Online Agreement, the Storage Customer requests the following employees to have access to Online:

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only

Name: .....  
Title: .....  
Email: .....  
Mobile phone: .....  
Authorisation level:  Administrator  
 Read only