

**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 into between:

### Gas Storage Denmark

Name: Gas Storage Denmark A/S  
Address: Tonne Kjaersvej 65  
Postcode and town: DK-7000 Fredericia  
Relevant contact: Hans-Åge Nielsen  
Telephone: +45 23338707  
Email: hni@energinet.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, 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 (Framework 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 or withdrawal of Natural Gas from the storage;
- e) access to the Bulletin board
- f) access to information regarding Master Data, Storage Account, Shipper Codes, Invoice etc.

## 4. Two types of authorisation level

- a) Administration level

The Storage Customer must identify Users authorised to administrate information in respect to:

- master data;

- nomination agreement;
- purchasing Storage Capacity;
- transferring Storage Capacity and/or Natural Gas;
- nominations and renominations;
- publishing an announcement in the Bulletin board
- view Agreements, Storage Account, Invoices etc.

b) Read only level

The Storage Customer may also identify Users authorised to view data in Online only.

All authorised Users and their type of authorisation are notified in the Users List to this Online Agreement.

The authorisation of Users is conditional upon the execution of this Online Agreement.

## **5. Authorisation of Users**

The Storage Customer shall fill in the names, titles, email addresses and mobile phone numbers of the Users who are to have access to Online in the template provided in the Users List 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 at all times.

In case of nomination carried out by a Third Party providing 24hr and 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**

In case the Storage Customer wishes to add new 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 PDF file attached in an email 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 Users will receive a notification from GSD's Back Office containing a User ID, password and information, how to access Online.

The User ID and the password are 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 any 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 under Clause 20, Termination and damages, under the RGS shall apply.

Furthermore, GSD cannot be held liable for the completion of any Orders, Transfers, Nominations etc. or acceptance of related Counterparties in case of transfer(s), placed by using Online. Thus, the Storage Customer shall continuously monitor whether Orders, Transfers, Nominations etc. as set forth in Clause 3 a) - e) are correct.

In case the Storage Customer discovers any problems with Orders, Transfers, Nominations etc. or incorrect 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 Orders, Transfers, Nominations and acceptance by related Counterparties in case of Transfers etc. has lapsed.

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 Users are responsible for the confidentiality and use of the User ID and password 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 User ID and password.

However, the Storage Customer shall not be liable for any loss occurring after the Storage Customer or the User in accordance with the procedures set forth in Clause 12 of this Online Agreement has informed GSD that the User account must be suspended if such loss is due to the improper use of Online after the Storage customer or the User has requested GSD to suspend the relevant User account.

## **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 account**

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

The Storage Customer shall immediately inform GSD in case the Storage Customer (i) becomes aware of any unauthorised use of the User ID and password, (ii) receives any confirmation regarding Capacity, Transfers etc. not ordered via Online by the Storage Customer;

After receiving notification for unauthorised use observed by the Storage Customer, GSD shall promptly suspend the Storage Customer's relevant User Account.

Furthermore, upon suspension of the User Account GSD shall send an email to the Storage Customer's User using the User's email notified in Appendix 1. By sending the mail, GSD shall confirm the suspension of the User 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

section 12. Following the suspension the Storage Customer and GSD may agree on issuing of a new User Account for the Storage Customer.

### **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 shall enter into effect when signed by both parties.

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 in order to keep this Online Agreement in accordance 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.

Ballerup,        /        / 2019

,        /        / 2019

Gas Storage Denmark A/S:

[name of Storage Customer]:

\_\_\_\_\_  
Hans-Åge Nielsen  
Head of Sales and Planning

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

# Users List

## Authorised Users - Storage Customer

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

A User can be authorized as "Administrator" or "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

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