



Auction Rules for the auction 11 April 2019 Gas Storage Denmark A/S

1. INTRODUCTION

These rules govern the qualification for participation, the conduct and the outcome of the Auction of SBUs (standard bundled units) of gas storage capacity in the Danish storage facilities operated by Gas Storage Denmark A/S.

The Auction is a <u>multi-round ascending clock</u> auction scheduled to start on **11 April 2019** at **11:00 (Danish time)**

Each successful Bid in the Auction will result in conclusion of a Standard Storage Agreement between the Storage Customer and Gas Storage Denmark A/S.

2. **DEFINITIONS**

2.1. Definitions used

Auction shall mean the auction as further specified in these Auction Rules.

Auction Date shall have the meaning specified in clause 4.

Auction Rules shall mean these auction rules.

Bid shall mean the Storage Customer's submission of demand for a storage capacity on the Auction by using GSD's Online System. For manual how to use GSD's Online System ("Online"), see APPENDIX III to this Auction Rules.

Bidder shall mean a Storage Customer submitting Bid(s) in the Auction.

Bidding Round shall have the meaning specified in clause 6.1.

Business Day is any day between Monday to Friday between 10:00 and 16:00 CET with the exception of holidays etc. specified in the Calendar of Business Days published on GSD's website (https://gasstorage.dk/Contact-and-communication).

Clearing Price shall have the meaning specified in clause 6.6.

Credit Limit is the maximum credit limit in DKK up to which a Storage Customer may enter into Storage Agreements.



Current Bid Price shall have the meaning specified in clause 6.1.

DKK shall mean Danish kroner.

Energinet means Energinet Gas TSO A/S, CVR number 39 31 50 84, the party responsible for the transmission function, security of supply, market facilitation and assumes the overall physical balance responsibility in pursuance of the Danish Natural Gas Supply Act. In addition, Energinet is responsible for the Register of Players.

GSD is Gas Storage Denmark A/S, CVR number 29 85 12 47, operating the Danish storage facilities and handles the relations to all Storage Customers under RGS.

GSD's Online System ("Online") is the Storage Customer's web based portal which enables Storage Customers to purchase Firm Storage Capacity on short terms, participate in auctions, nominate injection/withdrawal of Natural Gas, perform transfers of Natural Gas and/or Firm Storage Capacity, review status of contracts and invoices and place bulletins on the Bulletin Board. Use of Online is conditional on the Storage Customer has concluded an Online Agreement with GSD.

Group shall have the meaning defined in the Danish Companies Act.

Maximum Total Number of SBUs shall have the meaning specified in clause 5.2.

Price Step shall have the meaning specified in clause 6.1.

RGS means the Rules for Gas Storage in the version applicable at any time.

Sale means GSD's offering of Firm Capacity to the Storage Customers by using Auctions.

Standard Storage Agreement is an agreement concluded between GSD and a Storage Customer on the storage of Natural Gas in the Storage Facilities on the basis of an Auction (APPENDIX I).

SBU (standard bundled unit) is Firm Capacity sold bundled with a fixed ratio between Firm Injection Capacity, Firm Withdrawal Capacity and Firm Volume Capacity. The SBU valid for this Auction is specified in clause 5.1.

Starting Price shall have the meaning specified in clause 5.3.

Storage Customer means any natural or legal person who has access to GSD's storage facilities under a Storage Customer Agreement and who is registered as a Storage Customer in the Register of Players.

Storage Customer Agreement means an agreement between GSD and a Storage Customer in order for the Storage Customer to act as such.



Storage Customer Framework Agreement means an agreement between Energinet and a Storage Customer in order for the Storage Customer to act as a registered storage customer in the transmission system of Energinet.

Storage Period shall have the meaning specified in clause 5.1.

Storage Year shall mean a period commencing at 06:00 on 1 May and ending at 06:00 on 1 May in the following year.

Total Requested Quantity is the sum of all Bids received by GSD in a Bidding Round.

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

Unless otherwise indicated by the context, the terms used in these Auction Rules shall be as defined in clause 1, whether used in the singular or the plural or the definite or indefinite forms.

2.3. Reference to clauses

All references to clauses are, unless otherwise expressly stated, references to the clauses of this Auction Rules.

3. **QIALIFICATIONS**

3.1. Qualification for participation in the Auction

Any natural or legal person wishing to qualify for participation in the Auction must:

- > satisfy the conditions stated in Energinet's Rules for Gas Transport, including conclusion of a Storage Customer Framework Agreement with Energinet and be registered as a Storage Customer in the Register of Players; and
- > satisfy the conditions stated in RGS, including conclusion of a Storage Customer Agreement with GSD and testing of it- systems for communication of nominations; and
- > provide authorised contact data information such as company name, contact person and email and phone number prior to the Auction; and
- be a registered user of GSD's Online System with user rights of an "administrator".

3.2. Acceptance of the Auction Rules

Any Storage Customer wishing to participate in the Auction as a Bidder accepts and agrees to these Auction Rules.



4. THE AUCTION DATE

The Auction is scheduled to be held on **11 April 2019** with start time at **11:00** (Danish Time).

GSD conducts a **test-auction** on **9 April 2019** with start time at **11:00** (Danish Time). The test-auction serves the purpose to check login and access to Online and the site navigation prior to the Auction. All interested Storage Customers are invited to contact GSD for exchanging contact data prior to the test. The test is expected to take approximately 30 minutes covering 3 Bidding Rounds with 10 minutes duration each.

5. THE AUCTION OFFERING

5.1. The product offered and the Storage Period

GSD offers 2-year 120/60 days SBU with the following Storage Period:

Delivery start date: 01-May-2019 at 06:00Delivery end date: 01-May-2021 at 06:00

The SBU comprises of rights for have gas injected, to keep gas in store and to withdraw gas, with the following characteristics:

Firm Volume Capacity: 1 kWh

Firm Injection Capacity: 0.000347 kWh/Hour
 Firm Withdrawal Capacity: 0.000694 kWh/Hour

5.2. The Maximum Total Number of SBUs on offer

The Maximum Total Number of SBUs offered in the Auction is 494,000,000 SBUs.

5.3. Starting Price

The Starting Price applicable to the SBU is 0.03 DKK/kWh/year (approx. 4 €/MWh/year)

5.4. Injection and Withdrawal Restrictions

The offered SBUs are subject to Injection and Withdrawal Restrictions.

The Injection and Withdrawal Restrictions for the Storage Year 2019/2021 are stated in APPENDIX II to this Auction Rules.

6. THE AUCTION PROCESS

6.1. The Auction is a **multi-round ascending clock** auction.

All Storage Customers prequalified to participate in the Auction may place Bids for requested Firm Capacity up to the Maximum Total Number of SBUs offered in the Auction, on Bidding Rounds at the price announced by GSD prior to each Bidding Round.



The price announced by GSD in a Bidding Round is referred to as the Current Bid Price. If excessive demand is ascertained after a Bidding Round, GSD shall initiate a new Bidding Round where the Current Bid Price is increased by a fixed price step ("Price Step").

GSD shall after each Bidding Round inform the Bidders whether there is excessive demand and thus a need for a new Bidding Round, or whether the Auction will be closed, cf. clause 6.5.

6.2. The minimum Bid accepted is 1,000 kWh. One single Bid must not exceed the Maximum Total Number of SBUs offered in the Auction as specified in clause 5.2.

A Bid in each Bidding Round shall be equal to or lower than the preceding Bid in the previous Bidding Round.

If a Bidder does not place a Bid in a Bidding Round or place an incorrect Bid (e.g. the Bid being higher than the preceding Bid), the Bidder can therefore not place any more Bids in the Auction.

- 6.3. The Auction shall be conducted over one or more Bidding Rounds.
 - ➤ The first Bidding Round will start at **11:00** (Danish Time) and will last 20 minutes. Each subsequent Bidding Round will last 10 minutes. GSD shall use 5 minutes for administration and communication after each Bidding Round. Example:

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Bidding Round 1 – starts 11:00 - ends 11:20
Bidding Round 2 – starts 11:25 - ends 11:35
Bidding Round 3 – starts 11:40 - ends 11:50
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- Prior to each Bidding Round, GSD shall inform the start time and the duration of the Bidding Round and the Current Bid Price in unit "DKK/kWh" (and "€/MWh"), by email sent simultaneously to all Bidders. The exchange rate used for unit conversion between "DKK/kWh" and "€/MWh" shall be as described in clause 6.8
- > A Bid will be regarded as received by GSD when the Bidder sends the request trough Online. A confirmation of receipt will immediately appear on the screen. For guidelines how to use GSD's Online System ("Online"), see APPENDIX III to this Auction Rules.
- ➤ GSD will use reasonable efforts to support any Bidder who due to unpredictable technical problem is not capable of submitting Bids by using Online. In this case GSD may decide to enter the Bid manually in Online on behalf of the Storage Customer.
- 6.4. All communication from GSD to a Bidder during the Auction shall be made via emails sent to the email inform to GSD, cf. clause 3.1. To contact GSD during the Auction the Bidders may use the contact data notified in clause 8.



- 6.5. GSD determines the closure of the Auction. The Auction shall be closed if:
 - The Total Requested Quantity in a Bidding Round is less than or equal to the Maximum Total Number of SBUs offered in the Auction as specified in clause 5.2;
 - GSD decides to discontinue the Auction, cf. clause 7.4.

6.6. Allocation of the Firm Capacity

- no more than the Maximum Total Number of SBUs offered in the Auction will be allocated; and
- if the Auction is closed in an ordinary manner in pursuance of clause 6.5 and there is no excessive demand in the first Bidding Round, the Clearing Price for the Auction shall be settled equal to the Starting Price, cf. clause 5.3. Each Bidder will be allocated Firm Capacity corresponding to the requested Firm Capacity in the Bid submitted it the first Bidding Round; or
- ➢ if there is an excessive demand compared to the Maximum Total Number of SBUs offered in the Auction in the first Bidding Round, GSD shall initiate a new Bidding Round where the Current Bid Price is increased by the Price Step. GSD shall continue to initiate Bidding Rounds (with price increase) until the Total Requested Quantity is equal or less than the Maximum Total Number of SBUs offered in the Auction. The Clearing Price for the Auction shall in this case be fixed at the second-last Bid Price, which is the Bid Price in the Bidding Round immediately before the Bidding Round after the Auction is closed. Each Bidder will be allocated a Firm Capacity corresponding to the requested Firm Capacity in the final Bidding Round; and
- if there is any remaining, not allocated Firm Capacity after the allocation in the final Bidding Round, the remaining Firm Capacity shall be allocated among all Bidders, active in the second-last Biding Round, pro-rata to the difference between each Bidder's Bid placed in the second-last Bidding Round and the Bid placed in the last Bidding Round, cf. formulas shown in line 11 in the example below.

Example: D m Total Number of SBUs on offer 100 Maxim Bidder 1 4 # BIDDER Bidder 2 Bidder 3 5 BIDS received in the final Bidding Round 15 20 6 BIDS received in the second-final Bidding Round 8 REMAINING CAPACITY 20 9 (not allocated after the final Bidding Round) 10 PRO-RATA allocation of the REMAINING CAPACITY 2.50 5,00 10,00 2,50 11 =B8*(B6-B5)/(F6-F5) =B8*(C6-C5)/(F6-F5) =B8*(D6-D5)/(F6-F5) =B8*(E6-E5)/(F6-F5)

6.7. All Bidders will be notified about the Auction outcome (Clearing Price, Total Requested Quantity and Total Allocated Quantity) after the Auction's close.



6.8. The total price stated in the Standard Storage Agreement will be expressed in DKK. The Clearing Price will be stated in unit DKK/kWh with five decimals.

The Storage customer may use the official exchange rate €/DKK of the Danish Central Bank (Danmarks Nationalbank) with four decimals, as published on 10 April 2019, in case the Clearing Price need to be converted from DKK/kWh to €/MWh.

7. MISCELLANEOUS

- 7.1. Each of the successful Bid(s) in the Auction will result in firm and irrevocable commitment to acquire the stated quantity of SBUs by the Storage Customer, whether or not such Bid(s) have been reduced due to a pro-rata allocation, cf. clause 6.6.
- 7.2. The Storage Customer may not place Bids exceeding the Storage Customers' Credit Limit. If GSD observes that a Bid exceeds the Storage Customer's Credit Limit, such Bid will be reduced accordingly unless the Storage Customer provides adequate additional security. For the avoidance of doubt, it should be mentioned that this principle applies during as well as after the Auction.
- 7.3. GSD shall in its sole discretion decide whether received Bid(s) fulfil the terms set out in these Auction Rules. GSD may also help a Storage Customer by placing a Bid in manual manner on behalf of a Storage Customer in case
- 7.4. GSD is entitled to make decisions at its sole discretion on any matter regarding the conduction of the Auction, including whether or not to cancel, postpone, suspend or restart the Auction due to technical or operational reasons or in the event of obvious market errors regarding the bidding. In such case, GSD shall promptly inform the Storage Customers and the market.
- 7.5. No Storage Customer shall have any claim for damage or losses or any right for conduction of the Auction in the event of cancelation, postponement or suspension.
- 7.6. GSD shall protect the confidentiality of the content of Bids submitted during the Auction.
- 7.7. If Storage Customers are part of same Group, such Storage Customers shall in connection with the Auction be regarded as one single entity in respect of the Maximum Total Number of SBUs offered in the Auction. Furthermore, GSD reserves the right to cancel Standard Storage Agreements either in full or in part, if GSD observes that companies within the same Group have placed Bids, equal in pricing, constituting more than the Maximum Total Number of SBUs offered in the Auction.
- 7.8. GSD has the right to supply the Danish Utility Regulator (DUR) or other competent authorities with all data and information of the bidding activities carried out by Storage Customer under the Auction the provision of which is necessary to comply with GSD's obligations towards those authorities or where disclosure is required under applicable low.
- 7.9. When the Auction is closed, each Storage Customer having successfully participated in the Auction shall be informed about allocated Firm Capacity and the Clearing Price. The remain-



ing participants will be informed about the Clearing Price and the total amount of SBUs allocated.

- 7.10. The closing of the Auction shall be announced on GSD's website¹ and by direct mailing to all Storage Customers. Following the Auction GSD shall also release to the market information about the Clearing Price and the total amount of SBU's allocated.
- 7.11. GSD shall not later than three (3) Business Days after the closing of the Auction forward the final Standard Storage Agreement to the Storage Customer to whom Firm Capacity has been allocated in the Auction. The Standard Storage Agreement does not need signing as it is a result of the Auction.
- 7.12. These Auction Rules in addition with (1) the Standard Contract Agreement (APPENDIX I); (2) the description of restrictions, maintenance and other payments during the Delivery Period (APPENDIX II) and (3) the RGS; form the full contractual basis for the Sale.

In case of any discrepancy between this Auction Rules and the documents listed just above, priority shall be given to the documents in the following order:

- a) APPENDIX I; and
- b) APPENDIX II; and
- c) This Auction Rules; and
- d) Rules for Gas Storage (RGS).

8. CONTACT

If you have any questions, GSD can be contacted as follows:

Iliana Nygaard: +45 61243403 Mail-to: iny@gasstorage.dk

Mads Vejlby Boesen: +45 30674727 Mail-to: mvb@gasstorage.dk

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https://gasstorage.dk/Auctions

APPENDIX I

To the Auction Rules for the auction 11 April 2019

Standard Storage Agreement

("Storage Agreement")

between

[customer name]

and

Gas Storage Denmark A/S

Agreement ID: KON-XXXX-XXXX

1. Parties to the Storage Agreement

This Storage 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.: DK 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 the Rules for Gas Storage ("RGS") in the version applying at any time.

3. Storage Period

This Storage Agreement has the following Storage Period:

01-May-2019 at 06:00 hours to 01-May-2021 at 06:00 hours.

4. Capacities

The Storage Customer's Firm Capacities are as follows:

Maximum Firm Volume Capacity:[XXX] kWhMaximum Firm Injection Capacity:[XXX] kWh/HourMaximum Firm Withdrawal Capacity:[XXX] kWh/Hour

5. Injection Restrictions and Withdrawal Restrictions

The Storage Agreement may be subject to Injection and Withdrawal Restrictions pursuant to clause 5.6 of RGS. Prior to conclusion of the Storage Agreement, the Injection and Withdrawal Restrictions in force for the Storage Period concerned have been announced on GSD's website.

6. Payments

The Storages Customer's purchase and use of Firm Capacity under this Storage Agreement shall be subject to the following charges:

a) Capacity charge for the Firm Capacity amounts to: [X,XXX,XXX] DKK/Storage Period

The capacity charge for the Firm Capacity is calculated based on a unit price of [X.XXXXX] DKK/kWh/year corresponding to [X.XX] €/MWh, converted from "DKK/MWh" to "€/MWh" by using the exchange rate [X.XXXX] €/DKK of the Danish Central Bank (Danmarks Nationalbank) with four decimals, as published on 10 April 2019.

The capacity charge for Firm Capacity is payable with 1/24 each Gas Month.

b) Charge for injection of Natural Gas is based on the quantities of Natural Gas that the Storage Customer injects into the Storage Facilities.

Relevant taxes and charges must be added to the payment set out above. Further, other charges payable shall be based on clause 9 of RGS.

7. Service related to Filling Requirements

GSD offers a service to monitor that the Storage Customer's Natural Gas in storage is in compliance with any relevant agreement with Energinet on Filling Requirements. The Storage Customer may request GSD to deliver this service pursuant to section 7.5.6 of RGS, if relevant.

8. Contact details

The Storage Customer can contact GSD's control center round-the-clock concerning operational issues. Contact details:

GSD's control center gas

Name: Control Centre Gas

Address: Mosevej 3
Postcode and town: DK-6040 Egtved
Telephone: +45 7070 1961
Telefax: +45 7022 0328

Email: kontrolcentergas@energinet.dk

Relevant contact: Dispatcher on duty

If GSD round-the-clock has a need to get in contact with the Storage Customer concerning operational issues, GSD will contact the contact for operations as specified below:

Storage Customer (within Business Hours):

Name: [XXX] Email: [XXX] Telephone: [XXX]

Storage Customer (outside Business Hours)

Name: [XXX] Email: [XXX] Telephone: [XXX]

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Unless otherwise agreed, this Storage Agreement is subject to the version of RGS applicable at any time, which the Storage Customer by signing this Storage Agreement accepts to be bound of. In case of conflict between this Storage Agreement and RGS, this Storage Agreement shall prevail.

APPENDIX II

Description of restrictions, maintenance and other payments during the Delivery Period

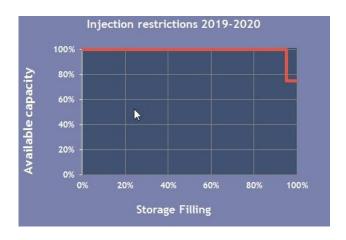
The Standard Storage Agreement is subject to injection and withdrawal restrictions. The restrictions are set in accordance with RGS applicable at any time.

The Injection and Withdrawal Restrictions announced for storage year 2019-2020 are shown below. For storage year 2020-2021 GSD expects the same restrictions as in storage year 2019-2020.

A. Injection Restrictions

75% of the injection capacity is available when the gas storage facility is filled up 95% or more. All injection capacity is available when the storage filling is below 95%.

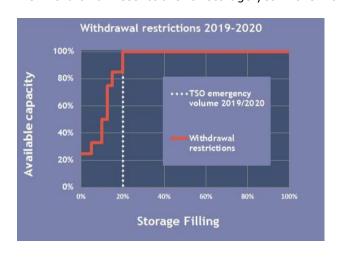
The Injection Restrictions for storage year 2019-2020 are illustrated in the figure below.



B. Withdrawal Restrictions

85% of the withdrawal capacity is available when the storage filling is at or below 20%, 75% of the withdrawal capacity is available when the storage filling is at or below 15%, 50% of the withdrawal capacity is available when the storage filling is at or below 12.5%, 33% of the withdrawal capacity is available when the storage filling is at or below 10%, 25% of the withdrawal capacity is available when the storage filling is at or below 5%.

The Withdrawal Restrictions for storage year 2019-2020 are illustrated in the figure below.





C. Restrictions on storage access due to maintenance

GSD's maintenance plan for storage year 2019-2020 involves activities on shift allowing full availability of the marketable storage capacity. Therefor there will be no restrictions in terms of the Storage Customers' booked firm capacities.

For storage year 2020-2021 GSD expects to perform the maintenance in the same manner as in storage year 2019-2020. However, GSD cannot exclude that some minor changes may be introduced.

D. Variable charge

Variable injection charge

In accordance with RGS, a variable charge for injection into the storage facility will be applied, unless otherwise stipulated in the Standard Storage Agreement. The variable charge reflects the expected costs associated with the gas being injected into and withdrawn from the storage facility.

The variable injection charge for storage year 2019-2020 is 0.00223 DKK/kWh (approx. 0.30 €/MWh).

Flat-rate product

With this product the payment of the variable injection charge can be replaced by an upfront fixed payment.

The payment for flat rate is 0.00223 DKK/kWh (approx. 0.30 €/MWh) applied to the Firm Volume Capacity booked in storage year 2019-2020.

For storage year 2020-2021 GSD expects the charge for Variable Injection and Flat-rate to be the same as in storage year 2019-2020. However, GSD cannot exclude that some minor changes may be introduced.

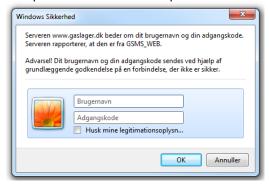


APPENDIX III

How to use GSD's Online System ("Online")

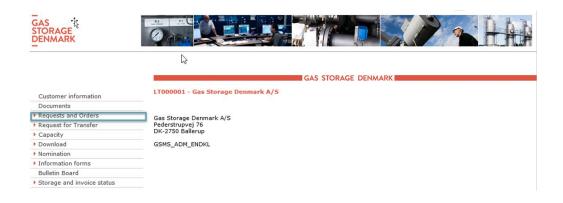
1. LOGIN Oline

To access Online you must use the link https://gasstorage.dk/Customer and select LOGIN. Use personal user name & pw to access Online.



2. Prepare to enter your Bid

Select "Requests and Orders".



Select "Tender by Auctions". Select "Create new".



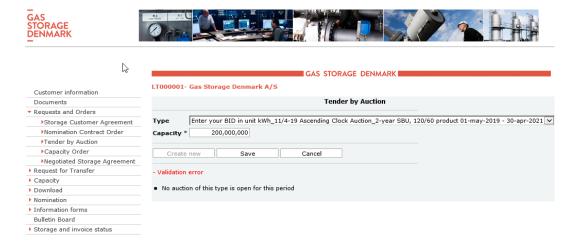


3. Enter your Bid

Note that the Bid must be entered in the field "Capacity" in unit "kWh". Select "Save". Note that the Bid is not sent to GSD yet and is not binding for you at this stage.



If the Bidding Round is not open yet or already closed (you are too early or too late) the response will be "No action of this type is open for this period".



For avoidance of doubt, GSD shall inform the start time and the duration of each Bidding Round and the corresponding Current Bid Price in unit "DKK/kWh" (and "€/MWh"), by email sent simultaneously to all Bidders prior to each Bidding Round.



NOTE!

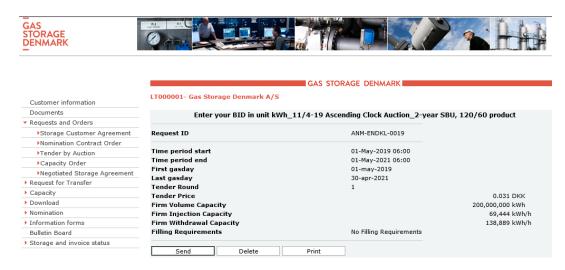
Please remember to refresh the page in your browser before each Bidding Round. It is not done automatically and you must update it before each Bidding Round.

4. Send your Bid to GSD

After saving the overview shown below appears and you can review:

- The Storage Period
- The Current Round Price in unit "DKK/kWh" (shown "DKK")
- Your Bid in unit "kWh"
- The associated Injection and Withdrawal Capacity in unit "kWh/h"

If you wish to send a binding Bid, select "Send".



5. Confirmation for submitted Bid



6. Test-auction on 9 April

GSD conducts a test-auction on 9 April 2019 with start time at 11:00 (Danish Time). The test-auction serves the purpose to check login and access to Online and to get familiar with the site navigation prior to the Auction.



All interested Storage Customers are invited to contact GSD for exchanging contact data prior to the test.

The test is expected to take approximately 30 minutes covering 3 Bidding Rounds with 10 minutes duration each.

7. Contact data

GSD can be contacted as follows:

Iliana Nygaard: +45 61243403 Mail-to: iny@gasstorage.dk

Mads Vejlby Boesen: +45 30674727

Mail-to: mvb@gasstorage.dk