



APPENDIX 4

Direct Consumer Framework Agreement between the Direct Consumer and Energinet

Agreement ID:

CLAUSE PARAMOUNT

This agreement is subject to the General Terms and Conditions for Gas Transport applicable at any time.

1. Parties to the agreement

This Direct Consumer Framework Agreement has been entered into between:

Name: Energinet Systemansvar A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 49 59

GLN: 579 800 981 366 4

and

the Direct Consumer

Name:

Address:

Postal code and city:

CVR no.:

GLN:

2. Purpose and scope

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

This Direct Consumer Framework Agreement and clause 4 of General Terms and Conditions for Gas Transport form the basis of the Direct Consumer's registration in the Register of Players. Updating of the Direct Consumers own Master Data and Player Relationships in the Register of Players is made through Energinet Online.

General Terms and Conditions for Gas Transport constitute the general contractual basis for access to the Danish Gas System and shall apply to the Direct Consumer. In connection with the conclusion of this Direct Consumer Framework Agreement, the Direct Consumer has received a copy of the current version of General Terms and Conditions for Gas Transport.

3. Definitions

Unless otherwise expressly stated, terms defined in General Terms and Conditions for Gas Transport shall also apply to this Direct Consumer Framework Agreement.

4. Register of Players

Upon conclusion of the Direct Consumer Framework Agreement, the Direct Consumer shall be registered in the Register of Players with his Master Data and status information. The Register of Players (including Master Data and status information) and the Direct Consumer's obligations in this respect are described in detail in General Terms and Conditions for Gas Transport. The Direct Consumer may request that he be registered as one or more Direct Consumers with different GLN's. Notwithstanding registration as more Direct Consumers, such Direct Consumer need only be granted credit approval once always provided that it is the same natural or legal person who is behind all the registrations.

The Direct Consumer shall remain registered in the Register of Players until his Framework Agreements have expired and the rights and obligations under the General Terms and Conditions for Gas Transport have been exercised and fulfilled, respectively.

5. Direct Sites

The Direct Consumer shall inform Energinet of each of the Direct Consumer's Direct Sites by filling in appendix A to this Direct Consumer Framework Agreement.

6. Player Relationships

The Direct Consumer shall inform Energinet of any changes in his Player Relationships, cf. clause 4 of the General Terms and Conditions for Gas Transport.

7. Credit approval

In order to act as a Direct Consumer to a Direct Site the Direct Consumer must be credit approved by Energinet.

In order to gain credit approval, the Direct Consumer shall comply with the conditions for credit approval given in clause 19 of General Terms and Conditions for Gas Transport, including any furnishing of security.

On the basis of the General Terms and Conditions for Gas Transport, the Direct Consumer's Credit Limit is set at DKK []. If the same natural or legal person has entered into several Direct Consumer Framework Agreements, the Credit Limit shall apply to all of the Direct Consumer's Direct Consumer Framework Agreements collectively.

8. Assignment

The Direct Consumer's rights and obligations under this Direct Consumer Framework Agreement shall not be assigned to a third party without Energinet's prior written consent.

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

9. Term of agreement

This Direct Consumer 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 Direct Consumer Framework Agreement: Termination;
- b) Clause 11 of this Direct Consumer Framework Agreement: Breach;
- c) Clause 12 of this Direct Consumer Framework Agreement: Liability and Extended Force Majeure;
- d) Clause 19.2.3 b) of General Terms and Conditions for Gas Transport: Failure to provide security

10. Termination

The Direct Consumer may terminate the Direct Consumer Framework Agreement with a notice of at least one Month to expire at the end of a Month. The Direct Consumer Framework Agreement shall always be terminated to the first Gas Day of a Month and always provided that all outstanding payments and obligations remain in force until satisfied in full, including the 2nd Correction Invoice, see clause 18.3 of General Terms and Conditions for Gas Transport.

11. Breach

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

Failure to pay any outstanding Emergency Commodity Charges and lack of or insufficient documentation for a credit approval and/or security under the Direct Consumer Framework Agreement shall be regarded as material breach and may lead to termination.

In the event of the Direct Consumer Framework Agreement being terminated Energinet shall record in the Register of Players that the Direct Consumer is no longer a party to a Direct Consumer Framework Agreement.

12. Liability and extended Force Majeure

Unless Energinet 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 General Terms and Conditions for Gas Transport shall also apply to the Direct Consumer Framework Agreement for both the Direct Consumer and Energinet. If the Direct Consumer Framework Agreement is terminated as a consequence of extended Force Majeure, the provisions given in clause 15.7 of General Terms and Conditions for Gas Transport shall apply.

13. Changes

The Direct Consumer shall accept such regular changes to the Direct Consumer Framework Agreement as are necessary in order for the Direct Consumer Framework Agreement to always be in conformity with the version of the Direct Consumer Framework Agreement applying at any time, which is included as an appendix to the General Terms and Conditions for Gas Transport. In the event of changes, Energinet 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 General Terms and Conditions for Gas Transport applicable at any time shall apply to the Direct Consumer Framework Agreement.

Date:

Place:

Date:

Place:

Energinet

Direct Consumer

Appendix A

Direct Consumer Framework Agreement
Information about the Direct Consumer's Direct Sites

Under the terms and conditions of the Direct Consumer Framework Agreement, the Direct Consumer hereby informs Energinet of its Direct Sites:

Name of Direct Site:
Address:
Postal code and city:
GSRN no.:
Contact Person:
Email:
Mobile phone:

Name of Direct Site:
Address:
Postal code and city:
GSRN no.:
Contact Person:
Email:
Mobile phone:

Name of Direct Site:
Address:
Postal code and city:
GSRN no.:
Contact Person:
Email:
Mobile phone:

Signature

Date:
Place:

The Direct Consumer:
