

1. Definitions

The expressions written with a capital letter in the General Terms and Conditions and in the Certificate Practice Statement and the MFA Practice Statement have the following definitions.

General Terms and Conditions:
these General Terms and Conditions;

Other Network User:
a network user with a direct (physical) connection to the national grid operated by GTS, not being an End User or Supplier;

B2B:
'Business-to-Business'; the application Contracting Party can use to download transport information (with regard to measuring, allocating and balancing); the information to be downloaded is for Contracting Party's own use; a more detailed description of these Online services can be found on the Website;

Contracting Party/Parties:
End User, Supplier or Other Network User with whom GTS has concluded the Contract;

CPS:
'Certificate Practice Statement'; contains the procedure which GTS and co-operator N.V. Nederlandse Gasunie use to manage certificates;

End User:
a party that has a connection to the national grid, which connection is intended for the offtake of gas;

Gas Codes:
the conditions established by the Dutch energy regulator pursuant to article 12f of the Dutch Gas Act;

Gasport:
the application Contracting Party can use to consult transport information (e.g. company information and information with regard to contracting, measuring, allocating, and invoicing); the information is visible on-screen; a more detailed description of these Online services can be found on the Website;

GTS:
'Gasunie Transport Services B.V.'; the owner and operator of the national grid, domiciled in Groningen;

Supplier:
a party who has concluded a contract with an End User for the supply of gas;

MFA:
'Multi-Factor Authentication'; a platform through which access to Gasport is possible;

MPS:
'MFA Practice Statement'; contains the procedure which GTS uses to manage access to Gasport via Multi-Factor Authentication;

Online services:
the downloading or consulting of transport information via Gasport and/or B2B (from/on the website);

Contract:
the Contract for Online services concluded between GTS and Contracting Party, of which these General Terms and Conditions and the other appendices as periodically adapted, revised and/or added to, form an integral part;

Parties:

Contracting Party and GTS;

TSC:

Transmission System Conditions 2016-1 or its successor(s);

Website:

the website of GTS: www.gasunietransportservices.nl.

2. Applicability General Terms and Conditions

The General Terms and Conditions apply to the legal relationship between Parties and all Contracts concluded by Parties. The Dutch text of these General Terms and Conditions shall precede over any translations. The General Terms and Conditions will also be published on the Website.

3. Conclusion of the Contract

The Contract shall take effect as soon as it has been signed by thereto authorised representatives of Parties.

4. Roles of Contracting Party

1. The allocation of (a) role(s) to Contracting Party shall take place on the basis of information provided by Contracting Party on the "Application form Online Services"; this form can be downloaded from the Website. The role(s) of Contracting Party will be set down in the Contract. Contracting Party can have more than one role. Depending on his role, Contracting Party will receive access to specific Online services.

2. If Contracting Party is a Supplier, he will have access to Online services relating to the entry and exit points for which he is registered as a Supplier, in accordance with those switch notifications received by GTS from the relevant Supplier and approved by GTS.

3. If Contracting Party is an End User or Other Network User, he will have access to Online services relating to the entry and exit points stated in the Contract.

5. Online services

1. Use of the Online services can start as soon as the Contract has been concluded and Contracting Party has been certificated by GTS for access to the Online services in accordance with the CPS or has been granted access by means of MFA in accordance with the MPS.

2. For certification, access via MFA and use of the Online services, documentation is available in the form of handbooks and/or "online help" in the applications themselves. The Customerdesk will be available to answer operational and technical questions relating to the use of the applications (see Article 7.5).

3. Contracting Party declares that he will use the Online services prudently. Contracting Party will in any event comply with the following rules:

- a. Contracting Party will not download near real-time transport information (information concerning the previous 36 hours) via B2B more frequently than this information is updated (the update frequency is stated in the handbook);
- b. Contracting Party will not repeatedly download historic transport information (information that is more than 36 hours old) via B2B;
- c. Contracting Party will store any transport information he has downloaded via B2B so he does not have to download the same transport information via B2B repeatedly.

GTS can call Contracting Party to account if GTS believes that Contracting Party is endangering the correct operation of the Online services.

4. GTS make a reasonable effort to ensure the timely and accurate availability of the Online services, so that Contracting Party will, with the help of these Online services, be able to determine and adjust his own balance position. Although the utmost care has been taken to preserve the accuracy of the content of the Online services, GTS cannot guarantee the absence of errors or incompleteness therein, or the transfer thereof.

5. For the benefit of analyses, to enable GTS to optimally deploy its Online services, GTS may (ask another party to) register data concerning the use of the Online services by Contracted Party. GTS will treat all such information confidential.

6. Intellectual property

1. All copyright and any other rights to intellectual or industrial property and any similar rights, including related rights, database rights and rights to the protection of confidential commercial information relating to the Online services will belong exclusively to GTS or its licensors. Contracting Party acknowledges these rights and will refrain from all forms of direct or indirect infringement of those rights. All documents provided by GTS via the Online services, among which recommendations, reports, software, applications, etc., are and shall remain the property of GTS or its licensors, and are intended exclusively for Contracting Party's own use.

2. Contracting Party is prohibited from publicising (which also means making available to third parties) all or part of any information obtained via the Online services (expressly including information relating to the APX-ENDEX Within-Day Market) and/or to copy it in any form, including selling, altering/processing, making it available or distributing it, unless GTS has authorised such publication and/or copying in writing and/or it is based on the Contract, legislation or a judicial ruling.

3. If Contracting Party notices that third parties infringe the rights referred to in this article, Contracting Party is obliged to notify GTS immediately in writing and, if GTS decides to take (legal) action against this infringement, to render GTS all assistance it may ask for, if necessary with the reimbursement of costs incurred.

7. Access to and use of Online services

B2B

1. Access to B2B is based on digital certificates, as described in the CPS. Certificates are company-based.

2. Contracting Party will nominate one or more certificate holders who are authorised to use the certificate. Contracting Party will notify GTS of the name, company name, address, email address and telephone number of the certificate-holder. Contracting Party guarantees that the certificate will only be used by the certificate holder(s) he has authorised.

Gasport

3. Access to Gasport is only permitted by means of MFA, as described in the MPS. Access to Gasport is individual-based.

4. Contracting Party will nominate one or more employees, as described in the MPS, who are authorised to use Gasport. Contracting Party will notify GTS of the name, company name, address, email address and telephone number of the employees who are authorised to use Gasport. Contracting Party guarantees that Gasport will only be used by the employees he has authorised and will be responsible for a complete and correct list of employees having access to Gasport. Contracting Party will actively inform GTS with regard to any changes in this list of employees.

General

5. Communication regarding certification, access via MFA and the related practice statements shall take place either by email or registered letter, unless provided otherwise.

Contact details

Customerdesk
P.O. Box 181
9700 MA Groningen
The Netherlands
Tel +31 50 521 3333
Email: customerdesk@gastransport.nl

8. Duration and termination of the Contract

1. The Contract is entered into for an indefinite period. Contracting Party can terminate the Contract in writing with effect from the first day of a calendar month, subject to one (1) month notice.
2. If GTS publishes amended General Terms and Conditions which will involve substantial changes for Contracting Party as referred to in article 12 paragraph 2, Contracting Party is entitled to terminate the Contract in writing with immediate effect within a period of one (1) month following the publication of the notification of the amendments on the Website.
3. GTS is entitled to terminate the Contract with immediate effect by registered letter to Contracting Party if in accordance with the CPS or MPS Contracting Party's access to the Online services via certificate(s) or MFA has been withdrawn or as soon as Contracting Party indicates in writing that he no longer fulfils one of the roles stated in article 4. In the latter case, GTS will immediately withdraw the access to the Online services. With effect from the termination date, Contracting Party will no longer have access to the Online services and may no longer make use of them.
4. GTS is also entitled to terminate the Contract with immediate effect by registered letter to Contracting Party if Contracting Party is declared bankrupt (in Dutch: "in staat van faillissement verklaard") or is granted (provisional) suspension of payment (in Dutch: "surséance van betaling") or is declared in a similar legal status affecting the rights of creditors generally. GTS will in such cases immediately withdraw the access to the Online services. With effect from the termination date, Contracting Party will no longer have access to the Online services and may no longer make use of them.
5. If GTS terminates the Contract in accordance with this article, GTS shall not be liable to Contracting Party to pay any compensation for damages, without prejudice to any other rights attributable to it.

9. Non-fulfilment

If Contracting Party fails to fulfil his obligations under the Contract, or fails to do so in full or on time, GTS shall be entitled to fully or partially dissolve the Contract with immediate effect by means of a written notification to Contracting Party, without being liable to pay compensation for damages and without prejudice to any other rights attributable to it. GTS shall only exercise this right after it has summoned Contracting Party in writing to remedy its default within thirty (30) days and that Contracting Party has not acted accordingly.

10. Liability

1. GTS shall only be liable to Contracting Party for direct damage that results from wilful misconduct or gross negligence of GTS. GTS shall not be liable to Contracting Party for indirect or consequential damage incurred by Contracting Party in connection with or arising from (the execution of) the Contract.
2. The terms 'indirect or consequential damage' include without limitation loss of profits, loss of commercial opportunities or expectations, loss of contracts, damage incurred by third parties or any other consequences resulting from inaccuracies or incompleteness in the information made available through the Online services or from the inability or reduced ability

to use the Online services. More specifically, GTS shall not be held liable for any consequences of one or more decisions which Contracting Party may have taken based on information made available through the Online services.

3. Contracting Party shall hold harmless and indemnifies GTS from and against all claims of third parties relating to (the use of) the Online services.

4. The limitation of liability in this article is also stipulated on behalf of N.V. Nederlandse Gasunie.

11. Amendments to the General Terms and Conditions

1. GTS is entitled to amend these General Terms and Conditions unilaterally. The latest version of the General Terms and Conditions will be published on the Website and following a period of one (1) week they will constitute an integral part of the Contract, unless a different period is specified in the publication on the Website.

2. If these General Terms and Conditions are substantially amended (i.e. to include changes that are not simply linguistic or procedural in nature and which could negatively influence the position of Contracting Party in any way), these alterations will be announced on the Website. If the amendments arise from or are related to changes in the Gas Conditions or the TSC these are not deemed to constitute substantial changes.

3. If Contracting Party has not made a written objection against the proposed changes within one (1) month following publication of the amended General Terms and Conditions on the Website, Contracting Party will be deemed to have accepted these changes. Following the aforesaid period of one (1) month, these amended Terms and Conditions will constitute an integral part of the Contract.

12. Assignment of rights and obligations

Contracting Party may only assign rights and obligations under the Contract with the prior written consent of GTS, which consent shall not be unreasonably withheld. GTS is entitled to attach conditions to this consent in order to ensure the proper performance of the obligations under the Contract.

13. Disputes and applicable law

The Contract shall be governed exclusively by Dutch law. Disputes arising from or in connection to the Contract shall be referred to the competent court in Groningen.