Agreement

on Implementation of a

Virtual Interconnection Point between the

Entry-Exit-Systems of

Energinet Gas TSO and THE („VIP Agreement")

Between

on the Danish side:

Energinet Systemansvar A/S

Tonne Kjærsvej 65

7000 Fredericia

Denmark

-hereinafter referred to as "Energinet"-

and

on the German side:

Open Grid Europe GmbH

Kallenbergstrasse 5

45141 Essen

Germany

-hereinafter referred to as "OGE"-

and

Gasunie Deutschland Transport Services GmbH

Pasteurallee 1

30655 Hannover

-hereinafter referred to as "GUD"-

-hereinafter referred to individually as "Party"

or collectively as "Parties"-

Preamble

In Ellund, near the border of Denmark and Germany, the Danish entry-exit system of Energinet and the German entry-exit systems of GUD and OGE each are connected together at the Interconnection Points. Starting from 1 October 2021 there will be one single entry-exit system in Germany: the market area "Trading Hub Europe" (THE). According to Article 19 (9) CAM NC, the adjacent TSOs concerned shall offer available capacities at one VIP, where two or more Interconnection Points connect the same two adjacent entry-exit systems.

Separate agreements as set out in Article 14 referring to the respective Interconnections Points between these entry-exit systems have been concluded or still have to be concluded between the concerned adjacent TSOs. This VIP Agreement shall be complementary to the respective separate agreements concerning the Interconnection Points.

Therefore, it is hereby agreed as follows:

Article 1 - Definitions

Active System Operator: According to EASEE-gas CBP 2014-001/01 Harmonisation of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination or any updates.

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CAM NC: Commission Regulation (EU) 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013.

Dual Model: Shall mean the marketing model at the THE side of the VIP where Existing Capacity Contracts at an Interconnection Point shall remain in place at the respective Interconnection Point for the duration of the Existing Capacity Contract.

Forward Flow: Shall mean the flow in the same direction as the physical flow.

Forward Flow Nomination: Shall mean a nomination for gas to be delivered in the same direction as the Forward Flow.

Exceptional Event: According to Article 2 lit. a) INT NC.

Existing Capacity Contracts: Shall mean capacity contracts concluded at an Interconnection Point before the Start Date and valid after the Start Date.

Initiating System Operator: According to EASEE-gas CBP 2014-001/01 or any updates.

Interconnection Point(s): Shall mean one or all of the physical interconnection points "Ellund" (Energinet/GUD) and "Ellund DEUDAN" (Energinet/GUD/OGE) as described in the respective Interconnection Agreements mentioned in Article 14 .

INT NC: Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules.

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Matching System Operator: according to EASEE-gas CBP 2014-001/01 or any updates.

New Capacity Contracts: Shall mean i) capacity contracts concluded for periods starting from the Start Date and later at the VIP DK-THE, starting with contracts concluded in the day ahead auction of 30 September 2021 for the gas day 1 October 2021 onwards, as well as the within-day auction on 30 September 2021 for the gas day 1 October 2021 onwards, related to the VIP DK-THE, or ii) transferred Existing Capacity Contracts under the VIP-only-model

Passive System Operator: According to EASEE-gas CBP 2014-001/01 or any updates.

Reverse Flow: Shall mean the flow in opposite direction of the physical flow.

Reverse Flow Nomination: Shall mean a nomination for gas to be delivered in the same direction as the Reverse Flow.

Single-sided Nomination: According to EASEE-gas CBP 2014-001/01 or any updates.

Start Date: 1 October 2021, 6:00 a.m.

TSO: Transmission system operator according to Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC, Article 2 (4).

VIP: Virtual interconnection point according to Article 3 (23) CAM NC.

VIP DK-THE: Shall mean the VIP connecting the two adjacent entry-exit systems of Energinet and the market area THE. The VIP DK-THE comprises the Interconnection Points with their corresponding booking points (in the sense of Article 3 (23) CM NC):

i) Ellund (TSOs: GUD and Energinet), including both physical connections between Energinet and GUD at Ellund and

ii) Ellund (TSOs: OGE and Energinet).

VIP-only-model: Shall mean an implementation model where Existing Capacity Contracts are transferred from all Interconnection Points to the VIP as of the Start Date. Upon transfer, the transferred Existing Capacity Contracts shall be deemed to be New Capacity contracts in the sense of this VIP Agreement.

VIP Operator: Shall mean the Party responsible for the marketing of available capacities, the Matching Procedure, Allocation and all related communication with the network users active at VIP DK-THE, in particular the communication process in case of exceptional events.

Article 2 – General

2.1 Energinet decided to implement the VIP-only-model. OGE and GUD decided to implement the Dual Model. Consequently, Existing Capacity Contracts shall remain in place at the respective Interconnection Points for the duration of the Existing Capacity Contract on the German side of the border.

2.2 GUD shall act as VIP Operator on the German side of the border.

2.3 As of the Start Date, the Parties shall set up the VIP DK-THE with this VIP Agreement. As of the Start Date, New Capacity Contracts shall be exclusively executed and marketed at the VIP DK-THE.

2.4 The EIC Code VIP DK-THE shall be 21Z8273645914289.

Article 3 – Nomination and matching process

3.1 The nomination and matching process for the VIP DK-THE and the remaining related Interconnection Points shall be carried out in accordance with EASEE-gas CBP 2014-001/01 where:

a GUD shall act as Matching System Operator,

b ENERGINET shall act as Initiating System Operator,

c GUD shall act as Active System Operator, and

d ENERGINET shall act as Passive System Operator.

3.2 Deviating from Article 3.1, the single-sided nomination process shall only apply for New Capacity Contracts. In case a shipper requests single-sided nomination for Existing Capacity Contracts, the Parties shall cooperate to find a solution for this request.

3.3 Nominated swaps for an Interconnection Point shall be included in the VIP matching process.

3.4 GUD and OGE shall receive each the nominations for their Existing Capacity Contracts. OGE shall send the nominations for its Existing Capacity Contracts to GUD. GUD shall receive nominations for all New Capacity Contracts at the German side of the VIP. GUD shall aggregate same shipper code pair nominations for all New Capacity Contracts and Existing Capacity Contracts to perform the matching process between ENERGINET and GUD.

3.5 GUD shall send the results of the matching process for the Existing Capacity Contracts of OGE to OGE.

3.6 In case of a mismatch of an aggregated shipper code pair containing nominations of New Capacity Contracts and Existing Capacity Contracts GUD divides the matched result proportional to the original nomination of the Existing Capacity Contracts and New Capacity Contracts.

Article 4 – Allocation and Operational Balancing Account (OBA)

4.1 Each Party shall allocate the quantities at the Interconnection Points and the VIP among each Party's respective shippers according to the confirmed quantities established in the matching procedure or according to the fall back allocation principles (Article 5).

4.2GUD and Energinet will use an OBA for operational issues. Steering differences and measurement corrections shall be allocated to this account. The OBA shall not be used for commercial purposes. The amount of the OBA is determined by the difference between the sum of confirmed quantities and verified measured quantities corrected as described in Appendix G Article 4 of the Interconnection Agreement (Article 14 a. of this VIP Agreement) and limited to [redacted].

4.3Where the defined limit is reached, GUD and Energinet may agree to extend those limits in order to provide allocations to shippers that are equal to their confirmed quantities.

4.4The extension of the limits is deemed to be agreed upon if and as long as neither GUD nor Energinet requests to bring the OBA back into its original limits. GUD and Energinet will monitor the content of the OBA and GUD and Energinet each have the right at any time to request the GUD or Energinet to bring back the OBA into its original limits. Upon request of GUD or Energinet , GUD and Energinet shall agree on how and when the OBA shall be brought back into its original limits, without affecting the confirmed quantities of the shippers.

Article 5 – Fall back allocation "Pro Rata"

5.1If GUD and Energinet cannot agree on the extension of the OBA limits and GUD or Energinet so requests, GUD and Energinet may allocate quantities to shippers proportionally based on measured quantities. Before the fall back allocation methodology will be used all Parties will inform each other how and when the shippers will be informed accordingly.

5.2Fall back allocation shall be defined as follows:

- The allocation of a Forward Flow Nomination of each individual shipper shall be performed on a pro rata basis by using the matched nomination of this shipper, divided by the sum of the matched Forward Flow Nominations of all shippers and multiplied by the aggregate of the physical Forward Flow plus the (absolute) sum of the matched Reverse Flow Nomination of all shippers; and

- The allocation of a Reverse Flow Nomination of each individual shipper at Ellund shall be performed by using the matched Reverse Flow Nomination of the shipper.

5.3GUD will inform OGE about the result of the pro rata allocation.

5.4GUD and Energinet shall cooperate to reinstall the allocation based on an OBA as soon as possible.

Article 6 – Communication procedures in case of Exceptional Events

6.1In cases of Exceptional Events, the Parties shall at least perform an oral communication in English for information, followed by an electronic written confirmation and coordinate the necessary actions to minimize the impact of such event on the shippers.

6.2The Party affected by an Exceptional Event shall be required, as a minimum, to inform its Shippers with respect to point (ii) and (iii) of this article, if there is a potential impact on their confirmed quantities and the adjacent TSOs with respect to point (i) and (iii) of this article of the occurrence of such Exceptional Event and to provide all necessary information about:

(i) The possible impact on the quantities and quality of the Gas that can be transported through the Interconnection Point / VIP;

(ii) The possible impact on the confirmed quantities for shippers active at the Interconnection Point / VIP;

(iii) The expected and actual end of the Exceptional Event.

6.3Any communication in cases of Exceptional Events applies without prejudice to the provisions set forth under Regulation (EC) No 1227/2011 of the European Parliament and of the Council and to its implementing acts.

6.4In case of an Exceptional Event at either the VIP, the Interconnection Points or elsewhere in one of the Parties transmission systems with effect on the VIP or the Interconnection Point(s), the Parties shall collaborate upon request by the other Party on a reasonable endeavours basis allowing deviations (upwards/downwards) from the agreed flow schedule. In case of an Exceptional Event, where the Parties are not able to apply the matching procedures, they shall contact each other in the most appropriate way with a request for an

immediate action to minimize the consequences of this Exceptional Event. The quantities to be allocated to the relevant shippers for the period of time during which the Exceptional Event occurred, shall be defined ex-post and in mutual agreement between the Parties and in such a way that all relevant shippers of all Parties shall be treated equally.

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Fredericia,

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___Energinet Systemansvar A/S

Essen,

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___Open Grid Europe GmbH

Hannover,

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___ Gasunie Deutschland Transport Services GmbH