

**FRAMEWORK AGREEMENT**

**for**

**TRANSPORTATION**

**of**

**GAS**

**in the**

**OFFSHORE PIPELINES**

**to**

**the Danish West Coast**

**WHEREAS** the Operator and the Shipper (both as defined below under Articles 2.1-2.2 respectively) wish to enter into a Framework Agreement (as defined below under Article 1) enabling the Operator to provide Transportation Services on a pre-negotiated and flexible basis governing the transportation of the Shipper's Gas from the Delivery Point <name> to the Redelivery Point.;

**WHEREAS** the Shipper expects to have an on-going need for Transportation Services;

**WHEREAS** the Operator currently expects to be able to offer available Transportation Services to the market on a first committed first served basis subject to fulfilment of the Conditions Precedent (as defined below under Article 5.1);

**NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:**

**1. Contractual Set-up**

The Standard Terms and Conditions as amended from time to time and published on the Operator's Website currently <https://gastransport.orsted.dk> shall apply to and form an integral part of this agreement ("Framework Agreement").

Consequently, the Definitions entailed in the Standard Terms and Conditions also apply to this Framework Agreement - unless otherwise specifically mentioned in this Framework Agreement.

## Example of a FRAMEWORK AGREEMENT, not capable of acceptance

This Framework Agreement shall be an integral part of any Transportation Agreement entered into between the Parties by using the booking platform offered by PRISMA European Capacity Platform GmbH or by other agreed means during the term of this Framework Agreement.

A Transportation Agreement entered into under this Framework Agreement shall as a minimum stipulate the Booking Period, the Booked Hourly Capacity and the aggregate Capacity Tariff for all Hours in said Booking Period. An example of such a Transportation Agreement is attached as Annex 1 to this Framework Agreement.

Any and all Transportation Agreements entered into pursuant to this Framework Agreement shall be deemed to constitute one and the same agreement. Consequently, and by way of example any termination for cause (Danish: *ophævelse som følge af væsentlig misligholdelse*) shall terminate all Transportation Agreements entered into pursuant to this Framework Agreement without separate termination for cause of each Transportation Agreement being required.

For the avoidance of doubt, this Framework Agreement neither obliges the Shipper to book any Transportation Services nor does it oblige the Operator to continually offer any Transportation Services.

## 2. Parties

### 2.1 Operator

The Operator is: Danish Offshore Gas Systems A/S  
(Registration No.: 34 88 10 57)  
Kraftværksvej 53  
DK-7000 Skærbæk, Fredericia  
Denmark

### 2.2 Shipper

The Shipper is: <NAME>  
(Registration No.: <Number>)  
<Street>  
<Zip code city>  
<Country>

(Hereafter collectively referred to as Parties and individually as a Party)

### **3. Term**

#### **3.1 Entry into Force**

This Framework Agreement shall enter into force at 06:00 hours LET on the Gas Day immediately after the date of signature. Should the Parties not sign the Framework Agreement on the same date, the later signature date shall be decisive for determining the date of entry into force.

#### **3.2 Expiration**

This Framework Agreement shall expire at 06:00 hours LET upon a Party's written Notice to the other Party with not less than 20 Banking Days' notice, however not earlier than one (1) Month after the expiration of the Booking Period of any Transportation Agreement already entered into between the Shipper and the Operator unless otherwise terminated pursuant to the terms of the Standard Terms and Conditions. Such "ordinary" termination (Danish: *opsigelse*) shall not relieve either Party of any pre-existing obligations, including any pre-existing obligation for any Transportation Service rendered prior to such expiration.

### **4. Delivery and Redelivery**

#### **4.1 Delivery Point, Delivery and Receiving Obligations**

Not earlier than 01 October 2023 at 06:00 hours LET and always subject to both fulfilment of the Conditions Precedent pursuant to Article 5.1 and the valid conclusion of one or more Transportation Agreement(s), the Shipper shall deliver Gas and the Operator shall receive such Gas at the Delivery Point **<name>** as further defined in the Standard Terms and Conditions.

Delivery at other Delivery Points will inter alia require an amendment to this Framework Agreement.

#### **4.2 Redelivery Point, Redelivery and Receiving Obligations**

Not earlier than 01 October 2023 at 06:00 hours LET and always subject to both fulfilment of the Conditions Precedent pursuant to Article 5.1 and the valid conclusion of one or more Transportation Agreement(s), the Operator shall redeliver Gas and the Shipper shall receive such Gas at the Redelivery Point.

## **5. Conditions Precedent**

### **5.1 Conditions Precedent**

The provision of Transportation Services is subject to the fulfilment of the following conditions precedent:

1. Written confirmation from all designated Gas Producers (as defined below under Article 7) stating that said Gas Producers deliver all Gas pursuant to the Preliminary Hourly Delivery Allocations, the Preliminary Daily Delivery Allocations and the Final Delivery Allocations at the Delivery Point <name> to the Operator on behalf of the Shipper.
2. An Approved Credit Limit shall be established between the Parties pursuant to Appendix A to the Standard Terms and Conditions.

("Conditions Precedent").

### **5.2 Notification Obligations**

The Shipper shall provide the Operator with the written confirmation of the Condition Precedent pursuant to Article 5.1, no. 1.

## **6. PRISMA booking platform**

It is the Shipper's and its Agent's (as defined below under Article 8) responsibility to establish access as a shipper to the PRISMA booking platform prior to the Shipper entering into a Transportation Agreement.

It is the Operator's responsibility to grant the Shipper or its Agent access to book Transportation Agreements on the PRISMA booking platform once all Conditions Precedent are fulfilled.

## **7. Designated Gas Producer(s)**

The Shipper has designated the following specific Gas Producer(s) to deliver Quantities of Gas to the Operator on its behalf at the Delivery Point <name>:

<name of Gas Producer>

<name of Gas Producer>

Changes to the above designated Gas Producers will require an amendment to this Framework Agreement.

## **8. Shipper's use of an Agent**

The Shipper may appoint one (1) separate legal entity as agent to act for and on behalf of the Shipper for the purpose of the tasks defined in Article 8.1 (the "Agent"). The Shipper shall ensure and warrant that the Agent at the time of the appointment and thereafter possesses the necessary capabilities and qualifications to perform its tasks pursuant to Article 8.1 and that the Agent can do so without imposing unreasonable additional burdens on the Operator and provided the use of the Agent will not entail a risk of infringing any public-law obligations (e.g. competition law rules on exchange of information between competitors).

Any execution by the Agent of any right or obligation pursuant to this Article 8 shall be deemed to have been performed by the Shipper.

The appointed Agent shall not be regarded as a third party in relation to Article 12 (Confidentiality Obligation).

The Shipper may at any time by written notice to the Operator, cf. Article 11, appoint or replace an Agent. Such appointment/replacement shall be approved by the Operator not to be unreasonable withheld.

### **8.1 Tasks of the Agent and the Operator**

The Agent shall execute Shipper's rights and obligations on behalf of the Shipper with respect to any and all of the tasks below under i)-ii) (and no other tasks) as if done, performed, made, received, or executed by the Shipper:

- i) Online conclusion of Transportation Agreements via PRISMA pursuant to Article 6 of the Standard Terms and Conditions; and
- ii) All communication between the Operator and the Shipper stipulated in Operations Manual including the Parties rights and obligation stipulated in Operations Manual.

The Operator shall execute its rights and obligations towards the Agent with respect to any and all of the tasks above under i)-ii) (and no other tasks) as if done, performed, made, received, or executed towards the Shipper.

### **8.2 Appointed Agent**

The shipper has appointed the following Agent:

<NAME>  
(Registration No.: <Number>  
<Street>  
<Zip code city>  
<Country>

## 9. Designated Shipper Codes

The Shipper will be assigned the following Shipper Code in the Transportation System:

OS<number>

The Shipper will deliver Gas to its counterparty in the Transmission System with the following Shipper Code(s):

DS<number>

DS<number>

Nominations etc. will thus use the following Shipper Code Pairs:

OS<number>-DS<number>

OS<number>-DS<number>

Any changes to the above Shipper Code(s) in the Transmission System shall be notified by electronic mail by the Shipper (and not the Agent) to the Operator, cf. Article 11 below. The notification shall be confirmed by the Operator prior to the changes taking effect.

## 10. Payments

Payments in accordance with the provisions of the Standard Terms and Conditions shall be made by the Shipper (and not the Agent) and the Operator to the following bank accounts:

Operator's bank:

Bank account details will appear on the Monthly Invoice and other invoices issued by the Operator in accordance with the Standard Terms and Conditions

Shipper's bank:

<Bank name, street, zip-code and city>  
IBAN no.: <number>

Swift Code: <number>

## 11. Notices

In relation to any Transportation Service rendered, the following contact details shall be used for all operational issues. Communication may be conducted in English language:

The Operator: Gas Control Centre (available 24/7)  
Email: dong-gcc@orsted.com  
Telephones: +45 76 73 32 70  
+45 76 73 32 71  
+45 76 73 32 72  
+45 76 73 32 73

The Shipper: <name of contact>  
Email: <address>  
Telephone: <+country code, number>

The Agent: <name of contact>  
Email: <address>  
Telephone: <+country code, number>

In relation to any Transportation Service rendered, the following contact details shall be used for all invoice issues. Communication may be conducted in English language:

The Operator: Danish Offshore Gas Systems A/S  
Attn.: Carsten Johansen  
Nesa Alle 1  
DK-2820 Gentofte  
Denmark  
Email: [cajoh@orsted.com](mailto:cajoh@orsted.com)  
[gastransport@orsted.com](mailto:gastransport@orsted.com)  
Telephone: +45 99 55 98 48

The Shipper: <company name>  
Attn.: <contact person>  
<street>  
<zip-code, city>  
<country>  
Email: <address>

Example of a FRAMEWORK AGREEMENT, not capable of acceptance

Telephone: <+country code, number>

In relation to any Transportation Service rendered, the following contact details shall be used for all other contractual issues. Communication may be conducted in English language:

The Operator: Danish Offshore Gas Systems A/S  
Attn.: Peter Schroll Christiansen  
Nesa Alle 1  
DK-2820 Gentofte  
Denmark  
Email: [petsc@orsted.com](mailto:petsc@orsted.com)  
[gastransport@orsted.com](mailto:gastransport@orsted.com)  
Telephone: +45 99 55 79 27

The Shipper: <company name>  
Attn.: <contact person>  
<street>  
<zip-code, city>  
<country>  
Email: <address>  
Telephone: <+country code, number>

It is the Operator's and Shipper's responsibility to maintain updated contact details by submitting a Notice.

## 12. Confidentiality

### 12.1 Confidentiality Obligation

The terms and conditions of any Transportation Agreement including this Framework Agreement (save for the current version of the Standard Terms and Conditions) and the negotiations leading thereto, or any other proprietary information disclosed pursuant to any Transportation Services rendered (the "Information") shall be treated as confidential until five (5) years after the expiration or termination of this Framework Agreement. Except for disclosure under Article 12.2 or 12.3 or to professional advisers of the Parties, Information shall not be disclosed to any third party, in whole or in part, by the Party receiving the Information (the "Receiving Party") without the prior written consent of the Party disclosing the Information (the "Disclosing Party").



## **12.2 Disclosure of Non-confidential Information**

The Receiving Party shall not be required to obtain the prior consent of the Disclosing Party in respect of the disclosure to a third party of Information which:

- (a) at the time of disclosure is in or lawfully comes into the public domain other than by breach of this Article 12; or,
- (b) is lawfully acquired by the Receiving Party without binder of secrecy from a third party, provided that the Receiving Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure and to give the Disclosing Party prompt notice of it.

## **12.3 Permitted Disclosure**

The Receiving Party shall not be required to obtain the prior consent of the Disclosing Party in respect of the disclosure of Information:

- (a) to the Receiving Party's directors, officers and employees, affiliates, agents, professional advisers which are subject to secrecy by way of their profession, bank and other financing institutions, and rating agencies; or
- (b) to any other downstream operator to the extent that it is justifiable for technical or operational reasons; or
- (c) which is required to comply with any applicable law, regulation, or rule of any exchange, network operator or regulatory body, or in connection with any court or regulatory proceeding; provided that the Receiving Party shall, to the extent practicable and permissible under such law, regulation, or rule, use reasonable efforts to prevent or limit the disclosure and to give the Disclosing Party prompt notice of it.

An “affiliate” means with respect to a Receiving Party, a person controlling, controlled by or under common control as the Receiving Party (but, in relation to the Operator, shall exclude (a) the Danish state and any member or instrumentality thereof; and (b) any person controlled by the Danish state or any instrumentality thereof (other than Ørsted A/S and the persons that it directly or indirectly controls).

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Example of a FRAMEWORK AGREEMENT, not capable of acceptance

**Shipper**

<city>, <date>\_\_\_\_\_

**Operator**

Gentofte, <date>\_\_\_\_\_

\_\_\_\_\_  
For <company name>  
Mr/Ms. <name>  
<Position>

\_\_\_\_\_  
For Danish Offshore Gas Systems A/S  
Mr. Johannes Sand Poulsen  
Deputy Chairman

\_\_\_\_\_  
For <company name>  
Mr/Ms. <name>  
<Position>

\_\_\_\_\_  
For Danish Offshore Gas Systems A/S  
Mr. Peter Liljendahl Christiansen  
Managing Director

## Annex 1: Example of a Transportation Agreement

The screenshot shows the PRISMA web interface. The top navigation bar includes 'PRISMA', 'Transport', 'Storage', 'LNG', 'Reporting', 'UMM', and 'AggregateEU'. Below this, there are links for 'Auctions', 'FCFS Booking', 'Secondary Trading', and 'Network Points', along with a search bar for 'Find a Network Point'. The main heading is 'New Booking', with sub-links for 'Regular FCFS' and 'Direct FCFS'. A green checkmark icon indicates a 'Booking Successful' message: 'Your booking has been allocated. You will receive a confirmation e-mail from PRISMA.' Below this, a box contains the 'Request ID 020000053' and its creation details. A table-like layout shows 'Point Information' (Nybros Exit, Danish Offshore Gas Systems A/S, Firm) and 'Your Allocation' (Requested Capacity: 100,000 kWh/h, Minimum Requested Capacity: 100,000 kWh/h, Allocated Capacity: 100,000 kWh/h, Total price: 544,796.13 DKK, Product Type: Monthly, Runtime: 01.09.2023, 06:00 - 01.10.2023, 06:00 (CE(S)T)). A 'Start new Booking' button is at the bottom right.

**Fra:** [no-reply@test-prisma-capacity.cloud](mailto:no-reply@test-prisma-capacity.cloud)  
**Dato:** 21. august 2023 kl. 14.05.57 CEST  
**Til:** [mail@xcato.dk](mailto:mail@xcato.dk)  
**Emne:** PRISMA Direct FCFS - Your successful FCFS allocation

Dear John Ross Ewing,

Your FCFS booking request has been successfully confirmed and allocated with the following details:

Network Point: Nybro  
Requested Capacity: 100,000 kWh/h  
Minimum Requested Capacity: 100,000 kWh/h  
Allocated Capacity: 100,000 kWh/h  
Total Price: 544,796.13 DKK  
Product Type: Monthly  
Runtime: 01.09.2023 06:00 - 01.10.2023 06:00 (CE(S)T)  
Request ID: 020000053

Please be informed that no additional steps are necessary to finalize your booking. The fee calculation is subject to the conditions published by the TSO.

If you have any further questions, please contact the respective TSO directly.

We're here to help if you need it. If you have any question [contact us](#) or visit the [support portal](#) for more info.

Best Regards,  
Your PRISMA Team

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Germany

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Email: [helpdesk@prisma-capacity.eu](mailto:helpdesk@prisma-capacity.eu)  
Web: [www.prisma-capacity.eu](http://www.prisma-capacity.eu)

County Court of Leipzig, Commercial Register B 21361  
Managing Director: Dr. Götz Lincke

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