Interconnector Limited

Interconnector Access Agreement

Issue 11 – August 2026

THIS INTERCONNECTOR ACCESS AGREEMENT is made on the [……] day of [……] 20[…..]

BETWEEN:

(1) **INTERCONNECTOR LIMITED** a company registered in England (company registration no. 2989838) whose registered office is at 4th Floor, Burdett House, 15-16 Buckingham Street, London WC2N 6DU ("**Interconnector**"); and

(2) **[……]** a company registered in [……..](company registration no. [……]) whose [registered office][principal place of business] is at [……] operating with the Energy Identification Code ("**EIC**") of [……] (the "**Shipper**").

(A) Interconnector operates a gas interconnector which primarily transports gas between Great Britain and Belgium.

(B) The Shipper wishes to have access to the Transportation Services.

(C) The Shipper will have access to the Transportation Services provided by Interconnector subject to the terms and conditions set out below.

1. Definitions and interpretation

1.1 Capitalised words and expressions used in this Agreement shall have the meanings set out in Appendix B (Definitions and Interpretation).

1.2 The rules of interpretation set out in Appendix B (Definitions and Interpretation) shall apply to this Agreement.

2. The Interconnector Access Agreement

2.1 Clauses 1 to 7 of this Interconnector Access Agreement govern the admission of the Shipper to this Interconnector Access Agreement and the Interconnector Access Code.

2.2 Appendix A (General Terms and Conditions) to this Interconnector Access Agreement sets out general terms and conditions applicable to the provision of the Transportation Services by Interconnector to the Shipper.

2.3 Appendix B (Definitions and Interpretation) to this Interconnector Access Agreement sets out the definitions and interpretation applicable to the Interconnector Access Agreement and the Interconnector Access Code.

2.4 Appendix C (Own Use Gas Terms & Conditions) to this Interconnector Access Agreement sets out the terms and conditions applicable to the sale or purchase of Own Use Gas.

3. The Interconnector Access Code

3.1 All Transportation Services provided to the Shipper are governed by the procedures, rules and regulations contained in the Interconnector Access Code.

4. Admission of the Shipper

4.1 The Shipper is admitted as a Shipper by Interconnector from the Effective Date in consideration of:

(a) the Shipper having supplied all information required by Interconnector to complete the "Know Your Customer" identification procedures, and having met the "Know Your Customer" conditions; and

(b) the Shipper's undertaking in Clause 4.2 below.

4.2 As of the Effective Date:

the Shipper undertakes to comply with and perform its obligations under: Appendix A (General Terms and Conditions) and Appendix B (Definitions and Interpretation) to this Interconnector Access Agreement; the Interconnector Access Code; and Capacity Transactions to which it is a party.

5. Commencement

Subject to the terms of this Agreement, this Agreement shall commence and be binding upon Interconnector and the Shipper on [**……**] ("**Effective Date**"). The Agreement from the Effective Date shall continue in effect until it is terminated in accordance with Clause 9 of Appendix A (General Terms and Conditions) to the Interconnector Access Agreement.

6. Single Agreement

This Interconnector Access Agreement, the Interconnector Access Code and the Capacity Transactions of the Shipper (if any) together form a single agreement between Interconnector and the Shipper ("**Agreement**").

7. Notices

For the purpose of Clause 11 of Appendix A (General Terms and Conditions) to the Interconnector Access Agreement, any notice to be given under this Agreement may be sent to the Parties as follows:

Interconnector

Address: 4th Floor, Burdett House, 15-16 Buckingham Street, London WC2N 6DU

Attn: Commercial Director

Email: operations@interconnector.com

Shipper

Address: [•]

Attn: [•]

Email: [•]

IN WITNESS WHEREOF this Interconnector Access Agreement has been signed on behalf of

each of the Parties by a duly authorised signatory.

SIGNED for and on behalf of
INTERCONNECTOR LIMITED:

……
Signature

……
Print name

……
Title

SIGNED for and on behalf of
[……]:

……
Signature

……
Print name

……
Title

Appendix A

General Terms and Conditions

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1. Introduction

1.1 These General Terms and Conditions establish the respective rights and obligations of Interconnector and the Shipper in connection with the provision of Transportation Services by Interconnector to the Shipper.

2. Transportation Services

Transportation Services provided by Interconnector to the Shipper in relation to the System are set out in Section B of the IAC.

3. Representations and Warranties

3.1 Each Party represents and warrants to the other at all times during the Term that:

(a) it has the full power and authority to execute, perform and observe this Agreement and any credit support provided under it;

(b) it has obtained all necessary governing body and shareholder approvals to authorise the execution, performance and observance of this Agreement and any credit support provided under it;

(c) it has obtained, maintains in full force and effect and is compliant with: (i) the conditions of all necessary governmental and other consents, licences, authorisations, approvals and registrations required in connection with the performance of its obligations under this Agreement; and (ii) any credit support provided under it;

(d) the execution, performance and observance by it of this Agreement and any credit support provided under it will not result in any breach of its articles of association or other constitutional documents, or any provision contained in any agreement or instrument to which it is a party or by which it is bound or any law, regulation, judgment, decree or order applicable to it; and

(e) this Agreement and any credit support provided under it will, after it is executed, constitute legally valid and binding obligations, enforceable in accordance with its terms.

3.2 The Shipper represents and warrants to Interconnector at all times during the Term:

(a) it shall have good title to all Natural Gas which it supplies or makes available, or which it causes to be supplied or made available, at a Connection Point for delivery;

(b) any such Natural Gas referred to in paragraph (a) will be free from all liens, charges, encumbrances, Taxes, assessments and adverse claims of every description;

(c) it is a party to and compliant with any industry codes, agreements or documents it is required to be a party to in connection with the performance of its obligations under this Agreement;

(d) unless specified otherwise, it has obtained and maintains a Shipper Licence in the UK, as may be relevant to the Shipper prior to entering into a Capacity Transaction under this Agreement;

(e) unless specified otherwise, it is a signatory to an agreement with each of Interconnector's Adjacent TSOs allowing it access to Transportation Services within each AT System prior to entering into a Capacity Transaction under this Agreement;

(f) it acts as principal and not as agent of any other person or entity;

(g) it is not subject to an Insolvency Event;

(h) there is not to its knowledge any pending or threatened litigation or any action, suit or proceeding against it that may affect its obligations under this Agreement, or any credit support provided under it; and

(i) it is compliant with all applicable laws and regulations relating to the prevention or facilitation of tax evasion.

3.3 The Shipper indemnifies Interconnector in respect of a breach of the representations and warranties contained in Clause 3.2(a) and in Clause 3.2(b) of this Appendix A. In such event, Interconnector shall notify the Shipper as soon as reasonably practicable upon becoming aware of such breach.

3.4 During the Term of the Agreement, each Party shall give prompt written notice of (a) any representation and warranty made by them in this Agreement which they hereafter learn was inaccurate or incorrect when originally made, (b) any event, change or occurrence arising after the Effective Date which would make any representation or warranty made by them inaccurate or incorrect as of the time of such event, change or occurrence, and (c) any event, change or occurrence arising after the Effective Date which is reasonably anticipated to prevent them from remaking any representation or warranty set forth herein. The giving of any such notices shall not limit or modify any rights of the other Party hereunder arising in the case of a breach of a representation or warranty by a Party.

4. Credit Terms

4.1 The Shipper shall ensure that it complies with the Credit Criteria in accordance with Clause 4.2 by the earliest of:

(a) the date that is five (5) Business Days after the allocation of Contracted Capacity; or

(b) 12.00 hours (UKT) / 13.00 hours (CET) on the Business Day prior to use of Registered Capacity; or

(c) the time and date specified in any notice given by Interconnector including notices under Clause 4.8 of this Appendix A;

until a date which is at least thirty (30) calendar days after the end of the Term.

4.2 The "**Credit Criteria**" is that the Shipper either:

(a) maintains a Rating meeting that of the Ratings Test; or

(b) provides and maintains Acceptable Credit Support equal to the Credit Support Amount Interconnector notifies to the Shipper (as such Credit Support Amount may be revised by a notice given under Clause 4.8 of this Appendix A.

4.3 The "**Acceptable Credit Support**" to be provided by the Shipper pursuant to Clause 4.2(b) above shall be one of or a combination of the following:

(a) a guarantee executed by a company or an entity that has been approved by the local authority for financial services and markets in one of the Member States of the European Union, Switzerland or the United Kingdom and has a Rating at least equal to the Ratings Test in the form of Interconnector's standard published form of guarantee or such other form that is acceptable to Interconnector;

(b) an irrevocable standby letter of credit valid for a period of more than 30 days issued in favour of Interconnector opened or confirmed by an international bank that that has been approved by the local authority for financial services and markets in one of the Member States of the European Union, Switzerland or the United Kingdom and has a Rating at least equal to the Ratings Test and is in the form of Interconnector's standard published letter of credit or in such other form that is acceptable to Interconnector; or

(c) cash cover in Euros or Pounds Sterling, except in the case of when the Shipper is established in a country listed as a "High-Risk Third Country" under the European Directive 2015/849 (as amended from time to time) and/or the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time), in which case the Shipper is required to provide an Acceptable Credit Support in accordance with (a) or (b) above;

4.4 Any Acceptable Credit Support provided by the Shipper in accordance with Clause 4.3(a) or 4.3(b) shall be issued by a company or entity ("**Credit Support Provider**") which is not established in a country listed as a "High-Risk Third Country" under the European Directive 2015/849 (as amended from time to time) and/or the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time).

4.5 The "**Credit Support Amount**" that the Shipper is required to provide as the Acceptable Credit Support pursuant to Clause 4.2(b) shall be the greater of:

(a) an amount equivalent to one hundred and fifty thousand Euros (€150,000); or

(b) the Shipper's Exposure minus any Pre-payments held by Interconnector under Clause 5.3;

and references in this Agreement to a Shipper's Credit Support Amount is the most recent Credit Support Amount Interconnector has notified to the Shipper;

The "**Exposure**" of the Shipper is the aggregate of the Shipper's highest estimated Monthly Charges for any three (3) Months in a period in which the Shipper holds Registered Capacity, as may be recalculated under Clause 4.6(b) of this Appendix A.

4.6 Interconnector shall at regular intervals:

(a) monitor and review each Shipper's compliance with the Credit Criteria; and

(b) recalculate the Exposure of each Shipper and notify the Shipper if there is an increase in the Credit Support Amount applicable to such Shipper.

4.7 The Shipper shall immediately give Interconnector written notice if for any reason the Shipper has ceased to or shall cease to comply with the Credit Criteria.

4.8 Notwithstanding Clause 4.7, the Shipper shall within five (5) Business Days of Interconnector giving written notice to the Shipper provide and maintain Acceptable Credit Support equal to the Credit Support Amount where:

(a) the Shipper fails to pay the Monthly Charge due on the Due Date or such other date on which payment falls due and that amount remains unpaid for a period of not less than three (3) calendar days after the Shipper being notified by Interconnector to make payment;

(b) the Shipper's Rating ceases to satisfy the Ratings Test or the Shipper ceases to have a Rating; or

(c) the recalculated Exposure under Clause 4.6 exceeds the previously calculated Exposure; or

(d) Interconnector has called upon or enforced Acceptable Credit Support in accordance with Clause 4.9; or

(e) the Acceptable Credit Support expires or ceases to be valid;

(f) the Credit Support Provider ceases to be acceptable to Interconnector pursuant to Clause 4.3, Clause 4.4 or fails to comply with any obligation under Acceptable Credit Support provided; or

(g) there is evidence of a deterioration in the financial standing or creditworthiness of the Shipper that will in Interconnector's reasonable opinion affect the ability of the Shipper to perform its material obligations and/or payment obligations for Monthly Charges under this Agreement.

4.9 Interconnector may call upon or enforce Acceptable Credit Support in accordance with:

(a) its terms where the Acceptable Credit Support is a guarantee or irrevocable standby letter of credit or

(b) Clause 4.11 where Acceptable Credit Support is cash cover to satisfy the Shipper's payment obligation for Monthly Charges under this Agreement.

4.10 Any cash cover provided by a Shipper under Clause 4.3(c) shall be retained in an interest bearing account in Interconnector's name or in an account over which Interconnector has a first ranking security interest.

4.11 Any cash cover provided by a Shipper under Clause 4.3(c) which is deposited in a bank account in accordance with Clause 4.10 above and interest earned thereon may be applied by Interconnector on notice to the Shipper to satisfy any payment obligations of the Shipper when due and payable under this Agreement.

4.12 Except where this Agreement provides otherwise any interest earned on the cash cover shall belong to the Shipper and shall be paid by Interconnector to the Shipper within ten (10) Business Days of request to the bank account nominated by the Shipper.

4.13 No interest shall accrue and be payable to the Shipper if the cash cover is applied by Interconnector to satisfy any payment obligations of the Shipper.

4.14 Without prejudice to Clause 4.9, Interconnector shall release Acceptable Credit Support upon termination of the Agreement pursuant to Clause 9, subject to the Shipper's

satisfaction of all of its payment obligations for Monthly Charges due under this Agreement.

5. Invoicing and Payment

5.1 In each Month, Interconnector shall submit an invoice and supporting data by no later than the tenth (10th) calendar day to the Shipper (either by the Interconnector Information System or other means specified under Clause 12.2) showing the Monthly Charge calculated in accordance with Section F paragraph 4.2 of the Interconnector Access Code to be paid by the Shipper for the immediately preceding Month and the amount of VAT payable (if any) in respect of each item in the invoice to which VAT applies.

5.2 The Shipper shall pay the Monthly Charge:

(a) in Pounds Sterling or Euros (as invoiced) in immediately available and freely transferable funds; and-

(b) by the fourteenth (14th) calendar day after receipt by the Shipper of Interconnector's invoice or the Business Day which is immediately before the fourteenth (14th) calendar day, if the fourteenth (14th) calendar day itself is not a Business Day (the "**Due Date**")

5.3 As an exception to 5.2, the Shipper may pay the estimated Monthly Charges and the amount of VAT payable (if any) in respect of each item in the invoice to which VAT applies for all, or a number of, the remaining months in which it holds Registered Capacity for all, or a number of, the remaining months in which it holds Registered Capacity ("**Pre-Payment**").

5.4 All Pre-Payments should be paid to the Interconnector bank account in Pounds Sterling or Euros (as invoiced) in immediately available and feely transferrable funds;

5.5 Where the remaining balance against the Pre-Payment no longer covers;

(a) the Shipper's Exposure, Interconnector shall request that the Shipper provides Acceptable Credit Support as per Clause 4.

(b) the Shipper's Monthly Charge and the amount of VAT payable (if any), Interconnector shall resume the sending of a monthly invoice as per Clause 5.1.

5.6 Payment shall be treated as having been made when the full amount due is credited to the Interconnector bank account at the sole expense of the Shipper (except that any expenses charged by Interconnector's bank with respect to such payment shall be borne by Interconnector).

5.7 If the Shipper disputes any sum specified in an invoice, it shall pay in accordance with Clause 5.6:

(a) the undisputed portion by the Due Date; and

(b) any amount of the Monthly Charge:

(i) agreed by the Parties or determined in accordance with the dispute resolution procedures set out in Clause 15 to be payable; and

(ii) interest calculated on those amounts as set out in Clause 5.8 below;

within fourteen (14) calendar days after such agreement or determination, or the Business Day which is immediately before the fourteenth (14th) calendar day, if the fourteenth (14th) calendar day itself is not a Business Day.

5.8 Interest shall be payable by the Shipper or Interconnector on a disputed amount which is agreed by the Parties or determined in accordance with the dispute resolution procedures set out in Clause 15 to be payable. Interest shall accrue each calendar day from the date such amount was originally payable to the date of actual payment at a rate of interest equal to EURIBOR plus two per cent (2%) for invoices in EUR or SONIA plus two per cent (2%) for invoices in Pound Sterling.

5.9 Should the Shipper or Interconnector fail to make payment on the Due Date of any invoiced sum due, interest shall accrue for each calendar day such amounts remain unpaid at a rate of interest equal to either EURIBOR plus three per cent (3%) for invoices in EUR or SONIA plus three per cent (3%) for invoices in Pound Sterling, except for disputed amounts to which Clause 5.8 applies. In the event that the Shipper continues to fail to make payment for a period not less than three (3) calendar days after being notified in writing by Interconnector to make payment, Interconnector may call upon or enforce any Acceptable Credit Support provided by the Shipper in accordance with Clause 4.9 of this Appendix A. Where, (i) the Credit Support Amount of the Acceptable Credit Support is not enough to cover the Shipper's outstanding payment obligations, or (ii) the Shipper has not previously provided an Acceptable Credit Support to Interconnector, then Interconnector may suspend with immediate effect, access by the Shipper to the Transportation Services under this Agreement and all Capacity Transactions arising under it pursuant to Clause 9.1 of this Appendix A. In any case, the Shipper must provide and maintain Acceptable Credit Support equal to the Credit Support Amount in accordance with Clause 4.8 of this Appendix A.

5.10 An invoice shall be deemed to be final and accepted by the Shipper unless it has been disputed within ninety (90) calendar days from its date of issue.

5.11 (a) All payments required to be made by the Shipper shall be calculated without reference to any set-off, counterclaim or Tax and shall be made free and clear of and without any deduction for or withholding on account of any set-off, counterclaim or Tax and where the Shipper is required to make payment subject to deduction or withholding, the sums to be paid to Interconnector by the Shipper are to be increased to ensure that Interconnector receives the payment of all sums due had no such deduction or withholding been made.

(b) Where Interconnector is required to make any payment on account of any set-off, counterclaim or Tax that arises in relation to any payment the Shipper is to make or makes to Interconnector, the Shipper indemnifies Interconnector for the amount of any such payment Interconnector is required to make, (together with related interest, penalties or other costs) provided that Interconnector shall use reasonable endeavours to minimise the amount of such payment. This indemnity shall not apply to corporation tax chargeable on Interconnector's profits.

5.12 Where an amount is required to be converted from Euros to Pounds Sterling or from Pounds Sterling to Euros the rate of exchange shall be the monthly exchange rate published by HMRC at close of business on the relevant Business Day.

5.13 In case the Shipper does not agree with a calculation of a sum payable under an invoice under this Agreement, the Shipper shall notify Interconnector at the latest on the Due Date. In such event, the Shipper shall continue to make payment in accordance with Clause 5.4

of this Appendix A. Interconnector shall respond to the Shipper's notification regarding its disagreement to the calculation of such sums payable within thirty (30) Business Days after receipt of such notification. In case the Parties cannot come to an agreement, either Party may refer the dispute relating to the calculation of the sum payable under an invoice under this Agreement to determination by an Expert under Clause 15 of this Appendix A.

6. Force Majeure

6.1 The expression "**Force Majeure**" shall mean any event(s) or circumstance(s) or combination of event(s) or circumstance(s) affecting the System or the Interconnector Information System beyond the control of a Party (the "**Affected Party**") acting and having acted in accordance with the standard of a Reasonable and Prudent Operator and which results in the Affected Party being unable to perform or delays performance (in whole or part) of any one or more of its obligations under this Agreement.

6.2 The events or circumstances described below (without limitation) may constitute Force Majeure where they satisfy the requirements stated in Clause 6.1 above:

(a) acts of God;

(b) forces of nature;

(c) wars, insurrections, acts of terrorism, riots;

(d) fires, landslides, floods, earthquakes, explosions;

(e) seriously adverse weather conditions;

(f) acts of any Governmental Authority or Regulator (whether or not legally valid);

(g) strikes, industrial action or unrest, lock-outs;

(h) breakdown or accidents affecting the System or any other facilities used by Interconnector for implementing all or any part of this Agreement; and

(i) unavailability of any of the following that are required in relation to the operation of the System: transport; raw materials; pressure of Natural Gas delivered from the NTS or the FTS at the level required to maintain gas flows through the System; or energy supplies from third parties.

6.3 Notwithstanding anything in Clause 6.1 or 6.2 or any other provision in this Agreement, the following events or circumstances shall not be treated as being Force Majeure or caused thereby:

(a) failure to pay money when due; or

(b) failure to give any notice required by this Agreement unless such failure was due to Force Majeure affecting all means of serving notices specified in Clause 11 of this Appendix A.

6.4 The Affected Party shall, for the duration of the Force Majeure, be relieved from performance of its obligations (other than its payment obligations) under this Agreement if, and to the extent that, it is unable to perform or is delayed in performance by Force Majeure (unless the Affected Party does not take reasonable steps to prevent or mitigate Force Majeure, including those described in Clause 6.6 below).

6.5 If the Affected Party is unable to take (re)delivery of Natural Gas or to (re)deliver Natural Gas due to Force Majeure and the Affected Party takes reasonable steps to prevent or mitigate Force Majeure, as described in Clause 6.6 below, the Monthly Charge shall be adjusted for the Contracted Capacity a Shipper holds that is affected by the Force Majeure, so that the Shipper shall pay:

(a) for the first three (3) consecutive months of the Force Majeure, ninety five percent (95%) of the Firm and Conditional Firm Capacity Charges;

where the Force Majeure continues for more than three (3) consecutive months, no Capacity Charges for the period after the first three (3) consecutive months of the Force Majeure until the Force Majeure ceases.

6.6 The Affected Party where a Force Majeure has occurred shall:

(a) use reasonable endeavours and employ reasonable means (as would be used or employed by a Reasonable and Prudent Operator at a reasonable cost) to remedy or abate the Force Majeure as soon as reasonably practicable;

(b) notify the other Party in writing, as soon as may be reasonably practicable, of:

(i) the occurrence, the cause of and the expected duration of the Force Majeure and the means proposed to be adopted to remedy or abate the Force Majeure;

(ii) the date and time of resumption of performance after the Force Majeure has terminated or has abated to an extent which permits resumption of performance to occur;

6.7 keep the other Party informed on a regular basis of the status of the event of Force Majeure; and,

6.8 forthwith take all reasonable practicable steps to minimise the consequences of the Force Majeure and to limit the damage caused thereby.

6.9 If the Parties do not agree on the acceptance of an event as Force Majeure within a month after the notification pursuant to Clause 6.6 (b), either Party may refer the matter to be determined in accordance with Clause 15 of this Appendix A .

6.10 Where an event of Force Majeure has occurred where the Affected Party is Interconnector and such Force Majeure has continued for a period of twelve (12) consecutive months and Interconnector decides it is unable economically to provide the Contracted Capacity allocated to Shippers and notifies all Shippers of such decision, either Party may upon written notice to the other Party terminate this Agreement and all (and not part) of its Capacity Transactions arising under it.

7. Quality

7.1 If the Shipper makes available at the Bacton Connection Point Natural Gas which does not comply with the Specification, the Shipper in addition to its obligations under Section H of the Interconnector Access Code (regardless of the cause or reason for such non-compliance) indemnifies Interconnector in respect of the intake into the System of such non-compliant Natural Gas and in respect of:

(a) all costs and expenses incurred by Interconnector in clearing or cleaning all or part of the System as may be necessary following the intake of such non-compliant Natural Gas;

(b) all costs and expenses incurred by Interconnector in taking such measures as are reasonably required to bring such Natural Gas within the Specification (including blending of the non-compliant Natural Gas);

(c) all costs and expenses incurred by Interconnector in taking such measures that Interconnector is required to take in respect of such non-compliant Natural Gas to operate the System acting as a Reasonable and Prudent Operator in accordance with applicable laws and consents, to the extent not covered by (a) or (b) above;

(d) where applicable, any arrangements Interconnector makes on the Shipper's behalf under paragraph 1.6(d) of Section H of the Interconnector Access Code;

(e) all pollution or other loss or damage to the Pipeline inventory; and

(f) all claims, actions and demands made against Interconnector by: (i) Other Shippers; (ii) any Adjacent TSO; (iii) any ATS Shippers; or (iv) any other third Parties in so far as such claims, actions and demands result (directly or indirectly) from such non-compliant Natural Gas.

7.2 If the Shipper makes available Natural Gas at the Zeebrugge Connection Point which does not comply with the Specification (regardless of the reason for such non-compliance) and Interconnector intakes such non-compliant Natural Gas:

(a) Interconnector shall claim from Fluxys Belgium all costs and expenses incurred by Interconnector (to the extent Fluxys Belgium is liable for such costs and expenses under the Interconnection Agreement between Interconnector and Fluxys Belgium):

(i) in clearing or cleaning all or part of the System as may be necessary following the acceptance of such non-compliant Natural Gas;

(ii) in taking such measures as are reasonably required to bring such Natural Gas within the Specification (including blending of the non-compliant Natural Gas);

(iii) in taking such measures that Interconnector is required to take in respect of such non-compliant Natural Gas to operate the System acting as a Reasonable and Prudent Operator in accordance with applicable laws and consents, to the extent not covered by (i) and (ii) above;

(iv) in respect of all pollution or other loss or damage to the Pipeline inventory; and

(v) in respect of all claims, actions and demands (made against Interconnector by: (i) any and all Shippers; (ii) any Adjacent TSO; (iii) any and all ATS Shippers;or (iv) any other third Parties in so far as such claims, actions and demands result (directly or indirectly) from such non-compliant Natural Gas;

(b) the Shipper that makes available such non-compliant Natural Gas indemnifies

Interconnector:

(i) where applicable, for any arrangements Interconnector makes on the Shipper's behalf under paragraph 1.6(d) of Section H of the Interconnector Access Code;

(ii) for all costs and expenses listed in Clause 7.2(a) in respect of which Fluxys Belgium is not liable under the Interconnection Agreement between Interconnector and Fluxys Belgium;

(iii) for all costs and expenses listed in Clause 7.2(a) in respect of which Fluxys Belgium is liable under the Interconnection Agreement between Interconnector and Fluxys Belgium and which Interconnector is unable to recover from Fluxys Belgium

7.3 If: (i) Interconnector makes available at the Connection Point, Natural Gas which does not comply with the Specification; (ii) the Natural Gas made available by the Shipper and all Other Shippers is compliant when delivered into the System; and (iii) the Shipper takes redelivery of such Natural Gas, then, unless Clause 7.4 applies, Interconnector indemnifies the Shipper in respect of the redelivery of such Natural Gas including in respectof:

(a) all costs and expenses incurred by the Shipper in clearing or cleaning any installation downstream of the Exit Point as may be necessary following the Shipper taking redelivery of such Natural Gas;

(b) all costs and expenses incurred by the Shipper in taking such measures as are reasonably required to bring such Natural Gas within the Specification (including the blending of non-compliant gas);

(c) all claims, actions and demands made against the Shipper by a third party (that is not a Shipper, an Adjacent TSO or an ATS Shipper) in so far as such claims, actions and demands result (directly or indirectly) from the Shipper taking redelivery of suchNatural Gas which does not comply with the Specification.

7.4 If Natural Gas Interconnector makes available at any Exit Point does not comply with the Specification as a result of the intake of non-compliant Natural Gas at any Connection Point or Force Majeure:

(a) Interconnector shall not be regarded as being in breach of this Agreement;

(b) Interconnector shall have no liability therefor (nor shall there be any reduction in theMonthly Charge in respect thereof).

Disputes

7.5 Either Party may refer a dispute that relates to compliance of any Natural Gas (delivered at a Connection Point or redelivered at an Exit Point under this Agreement) with the Specificationto determination by an Expert in accordance with Clause 15 of this Appendix A.

8. Liability

General

8.1 Neither Interconnector nor the Shipper shall be liable to the other for any Consequential Losses sustained as a result of any action or failure on the part of Interconnector or on the part of the Shipper (including, for this purpose, their respective contractors, subcontractors, employees or representatives), except that such exclusion shall not apply to liability under each of the indemnities in Clauses 3.3, 5.8(b), 7.1, 7.3 and/or 7.2(b) of this Appendix A.

8.2 If either Party becomes aware of any third party claim or fact or circumstance which may give rise to a claim in connection with the indemnities contained under the Agreement that Party shall:

(a) notify the other Party as soon as reasonably practicable;

(b) not make any admission of liability or any admission of any material fact or matter relating to a claim without the written agreement of the other Party;

(c) permit the other Party to conduct the defence and settlement of any claim (subject to the other Party undertaking to provide that Party with such information in relation thereto as it may from time to time reasonably request).

8.3 Nothing in this Agreement restricts or limits a Party's obligation under law to mitigate a loss it may suffer or incur or has suffered or incurred that may give rise to a claim under an indemnity given in this Agreement.

8.4 Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury resulting from the negligence of such Party.

8.5 Nothing in this Agreement prevents either Party from or restricts it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

8.6 Subject to Clause 8.9 nothing in this Agreement shall be a waiver by either Party of any right or remedy it has in respect of a breach by the other Party of any applicable law.

8.7 Subject to Clause 8.6, where this Agreement provides that any amount is to be paid by a Party upon:

(a) that Party's breach of this Agreement; or

(b) termination of this Agreement,

the remedy conferred by such provision shall be that Party's sole and exclusive financial obligation towards the other Party.

8.8 Where this Agreement provides that any amount to be paid by a Party upon:

(a) that Party's breach of this Agreement; or

(b) termination of this Agreement,

the Parties agree that such payment is not unconscionable, but is reasonable, rational and proportionate to the legitimate interests of the other Party and is not a penalty.

8.9 The rights and remedies of the Parties pursuant to this Agreement exclude and are in place of any rights or remedies of either Party in tort (including negligence and nuisance) in respect of the subject matter of this Agreement and accordingly, but without affecting the operation of Clauses 8.4 and 8.5 each Party waives any rights or remedies and releases

the other Party from any duties or liabilities arising in tort in respect of the subject matter of this Agreement.

Shipper's Indemnities

8.10 The maximum amount of Interconnector's liability:

(a) to the Shipper under this Agreement for an event or a series of events (whether related or unrelated) arising from any breach of or an act or omission of Interconnector in the course of or in connection with its performance of this Agreement in any Gas Year is three million Euro (€3,000,000); and

(b) to all Shippers under all Shipper Agreements for an event or a series of events (whether related or unrelated) arising in any Gas Year is six million Euro (€6,000,000) and where Interconnector would otherwise be liable for an aggregate amount to Shippers in excess of six million Euro (€6,000,000) in a Gas Year, Interconnector's liability to each Shipper will be reduced on a pro rata basis so that such limit is not exceeded;

in each case, except where Interconnector's liability arises under Clause 7.3 of this Appendix A. In the event that Interconnector is liable pursuant to Clause 7.3 of this Appendix A, the Parties agree that Clause 8.11 of this Appendix A shall apply.

8.11 If any event or series of events occurs (whether related or unrelated) in any Gas Year in respect of which Interconnector is liable to the Shipper under Clause 7.3 of this Appendix A the maximum amount in aggregate of Interconnector's liability to the Shipper or to Shippers shall be five million Euro (€5,000,000) which shall apply in substitution for the limits of liability set out in Clause 8.10 of this Appendix A. Where Interconnector would otherwise be liable for an aggregate amount to Shippers in excess of five million Euro (€5,000,000) in a Gas Year, Interconnector's liability to each Shipper will be reduced on a pro rata basis so that such limit is not exceeded.

Interconnector's Indemnities

8.12 The maximum amount of the Shipper's liability to Interconnector in any Gas Year is three million Euro (€3,000,000) except that:

(a) no maximum amount applies to the Termination Amount claimed in accordance with Clause 9.6 or the indemnity given under Clause 5.8(b); and

(b) where the Shipper's liability arises under Clause 7.1 and 7.2(b) of this Appendix A, Clause 8.13 of this Appendix A shall apply.

8.13 If any event or series of events occurs (whether related or unrelated) in any Gas Year in respect of which the Shipper is liable to Interconnector under Clause 7.1 and 7.2(b) of this Appendix A, the maximum amount in aggregate of the Shipper's liability to Interconnector (in respect of that Gas Year) shall be five million Euro (€5,000,000) which will apply in substitution for the limits of liability set out in Clause 8.12.

9. Suspension and Termination

Suspension of Transportation Services by INT

9.1 Without affecting any other right or remedy available to it under this Agreement, Interconnector shall be entitled to suspend with immediate effect, access by the Shipper

to the Transportation Services under this Agreement and all Capacity Transactions arising under it, if:

(a) the Shipper fails to pay the Monthly Charge due on the Due Date or such other date on which payment falls due and that amount remains unpaid for a period of not less than three (3) calendar days after being notified in writing by Interconnector to make payment;

(b) the Shipper commits a material breach of the terms set forth in Clause 10 and 18 and the breach is irremediable or (if the breach is remediable) the Shipper fails to remedy that breach within a period of three (3) calendar days after being notified in writing by Interconnector to do so;

(c) the Shipper breaches its obligations under Section H of the Interconnector Access Code;

(d) any warranty or representation given by the Shipper in Clause 3 of this Appendix A is untrue or misleading;

(e) the Shipper does not satisfy or ceases to satisfy the Credit Criteria pursuant to Clause 4.2 of this Appendix;

(f) the Credit Support Provider in respect of a Shipper ceases to be acceptable to Interconnector pursuant to Clause 4.3 or Clause 4.4 of this Appendix A or fails to comply with any obligation under Acceptable Credit Support; or

(g) the Shipper fails to comply with the Know Your Customer checks pursuant to Clause 13.9 of this Appendix A.

9.2 Where a Shipper's access to the Transportation Services is suspended:

(a) such Shipper may not use its Registered Capacity or acquire Offered Capacity under any Allocation Mechanism;

(b) Interconnector shall include all or part of the Registered Capacity of the suspended Shipper as Offered Capacity in an Allocation Mechanism as provided under paragraph 6.4 of Section B of the Interconnector Access Code;

(c) such Shipper shall remain liable to pay Interconnector all Capacity Charges and other amounts which are due and payable to Interconnector and outstanding as at the date of such suspension or that fall due during the period of any suspension (except where Interconnector exercises its right to draw on credit support provided in respect of the suspended Shipper to satisfy payment of all such amounts);

(d) Interconnector shall not be liable to pay any amounts or apply any rebates to amounts payable by the suspended Shipper, including in respect of the suspended Shipper's Registered Capacity that Interconnector re-allocates to another Shipper under sub-paragraph (b), whether or not due, during the period of suspension.

9.3 Where the circumstances leading to suspension of the Transportation Services in respect of the Shipper cease to exist, the suspension of the Shipper's access to the Transportation Services shall cease and Interconnector shall:

(a) (unless the Shipper owes any amounts to Interconnector) apply any rebates and any payments owing from Interconnector to the Shipper (including Re-allocated

Capacity Payments under Section F paragraph 6 of the Interconnector Access Code in respect of any Re-Allocated Capacity) to set-off amounts due and owing from such Shipper and Interconnector shall pay any balance that remains after such set-off to the Shipper, within two (2) Months after the date on which the suspension ceases; and

(b) As soon as practicable but no later than five (5) calendar days permit the Shipper to use its Registered Capacity in respect of which the Capacity Period has not expired, provided that where all or part of the Registered Capacity of the Shipper has been re-allocated to another Shipper, the Shipper may only use it once the period of re-allocation ends.

Termination of the Agreement by Either Party

9.4 Without affecting any other right or remedy available to it under this Agreement, a Party may terminate this Agreement and all (and not some) outstanding Capacity Transactions under it with immediate effect by giving written notice to the other Party if:

(a) an Insolvency Event occurs in relation to the other Party or,

(b) the other Party has committed an offence under Anti-Bribery Laws or,

(c) the other Party is in breach of Clause 3.2(i) or Clause 13.1(b) of this Appendix A.

Termination of the Agreement by Interconnector

9.5 Without affecting any other right or remedy available to it under this Agreement, where:

(a) the Shipper's access has been suspended by Interconnector under Clause 9.1(a) and the Shipper has not remedied the non-payment within ten (10) Business Days after the date of suspension;

(b) the Shipper's access has been suspended by Interconnector under Clause 9.1(b) and the Shipper has not remedied the reason for suspension within ten (10) Business Days after the date of suspension;

(c) the Shipper's access has been suspended by Interconnector under Clause 9.1(c) and the Shipper's aggregate liability to Interconnector pursuant to Clause 7.1 and 7.2(b) of this Appendix A exceeds the limits under Clause 8.13 of this Appendix A;

(d) the Shipper's access has been suspended by Interconnector under Clause 9.1(d), (e), (f) or (g) and the Shipper has not remedied the event or circumstance giving rise to suspension within five (5) Business Days after the date of suspension,

Interconnector shall be entitled to terminate this Agreement and all (and not some) outstanding Capacity Transactions of the Shipper under this Agreement by written notice to the Shipper. The notice of termination shall specify the reason for termination and designate a date of termination that will be no later than twenty (20) calendar days after the date on which notice is given.

9.6 Where Interconnector has terminated this Agreement with the Shipper and all outstanding Capacity Transactions with the Shipper under this Agreement under Clause 9.4 or 9.5, the Shipper shall cease to be entitled to its Registered Capacity and access to the Transportation Services and Interconnector shall calculate an amount equal to the sum of:

(a) all amounts due and payable that are unpaid by the Shipper at the date of termination, including in respect of the events or circumstances leading to such termination and under any indemnities in this Agreement; and

(b) all of the Monthly Charges that would have been payable by the Shipper in respect of its Registered Capacity for all Capacity Period(s) from the date of termination up to a maximum of ten (10) Gas Years after the date of termination;

(the "**Termination Amount**") which shall become immediately due and shall be payable on a date Interconnector specifies. Payment of such Termination Amount shall constitute full and final satisfaction of a Shipper's obligations and liabilities under this Agreement.

Where Interconnector subsequent to such termination makes available and allocates to other Shipper(s) within three (3) Months after the date of termination Capacity that was registered to the terminated Shipper in accordance with paragraph 1.3 of Section B of the Interconnector Access Code and Interconnector receives payment of Capacity Charges from such Shipper(s) in respect of such Capacity, Interconnector shall rebate to the terminated Shipper sums received by Interconnector in respect of such resold Capacity. The total amount of any rebate payable by Interconnector to a terminated Shipper under this Clause 9.6 shall not exceed the Termination Amount.

Termination of the Agreement by the Shipper

9.7 This Agreement may be terminated by a Shipper, upon such Shipper giving at least ten (10) calendar days' notice in writing of such termination to Interconnector, subject to:

(a) the relevant Shipper not holding Registered Capacity in respect of any Gas Days after the date of termination;

(b) there being no outstanding or accrued obligations or liabilities of the relevant Shipper in respect of Registered Capacity it holds on or before the date of termination;

(c) there being no obligations or liabilities of the relevant Shipper falling due after the date of termination in respect of Registered Capacity it holds on or before the date of termination other than in respect of the Monthly Administration Fee payable for the Month in which such termination occurs.

Termination of the Agreement by Interconnector with Regard to All Shippers

9.8 Having regard to Interconnector's statutory duties, in particular the obligation to take system integrity and efficient operation into account when making capacity available and its obligation to act in a manner to ensure that it always has available such resources to properly and efficiently participate in the operation of the Pipeline (under Standard Licence Condition 19(1) of the Interconnector Licence):

if at any time, after having considered all reasonable solutions, Interconnector decides it is unable economically to provide the Contracted Capacity allocated to Shippers, Interconnector may (after having notified Ofgem and CREG of its decision and the reasons for such decision) at its sole discretion terminate upon no less than twelve (12) months' notice to all Shippers this Agreement and all (and not part) of Interconnector's obligations arising in respect of Capacity Transactions for Contracted Capacity to all Shippers and shall release in accordance with Clause 4.14 of this Appendix A any

Acceptable Credit Support provided before such termination date to Interconnector (if any) in respect of such Contracted Capacity.

Effects of Termination of the Agreement

9.9 Where this Agreement is terminated under any of Clauses 6.8, 9.7, 9.8 or 13.7 of this Appendix A:

(a) the Shipper will cease to be entitled to Registered Capacity and access to the Transportation Services; and

(b) such termination will not affect accrued obligations and liabilities of the Parties outstanding at the date of termination provided that neither Party will have any further liabilities or obligations after the date of such termination.

9.10 This Clause 9.10 and Clauses 3.3, 4.1, 4.2, 4.9, 4.10, 4.11, 4.12, 4.14, 5, 6.5, 7, 8, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 11, 14, 15, 16 and 17 of this Appendix A and Section H of the Interconnector Access Code shall survive termination of this Agreement. Clause 10 shall survive termination of this Agreement for the period specified in Clause 10.2 of this Appendix A.

10. Confidentiality

10.1 Each Party shall give the other all such information:

(a) as may be reasonably necessary and within that Party's control so as to enable the other to exercise its rights and carry out its obligations under this Agreement; or

(b) that must be disclosed to the other Party to enable the other Party to comply with any applicable laws, rules or regulations or the request of a Regulator or Governmental Authority.

10.2 Any information acquired or received by either of the Parties from the other under or pursuant to this Agreement, shall be held strictly confidential while this Agreement is in force and for a period of five (5) years thereafter. Such information shall not be divulged in any way by either Party to any third party without the prior written approval of the disclosing Party, unless it has become a matter of public record (other than as a result of any breach of this Clause 10).

10.3 Notwithstanding the provisions of Clause 10.2, a receiving Party may disclose any information (in the case of (e), (f), (j), (k) and (l) after first having given notice in writing to the disclosing Party of any intended disclosure were permitted under law):

(a) to any Affiliated Company provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 10;

(b) to any professional advisers, auditors or consultants (exclusively to the extent required for the proper execution of their work) of such Party provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 10;

(c) to any bona fide intending transferee of the whole or a significant part of the issued share capital of such Party or to any bona fide assignee of the whole or any part of such Party's interest under this Agreement provided that the relevant Party at all

times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 10;

(d) to any financier or bank or financial institution from whom such Party has obtained or is seeking finance or finance related services provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 10;

(e) to the extent required by law, rules or regulations or in relation to any stock market regulations;

(f) to the extent required by the order of any court having competent jurisdiction;

(g) to any competent tax authority;

(h) to any directors, officer or employee of the Party in question or to any person engaged in the provision of goods or services to or for such Party if disclosure is necessary or expedient to enable the Party in question to perform its obligations under this Agreement or to enforce its rights under this Agreement, provided that the relevant Party at all times procures that any person to whom any such information is disclosed at all times treats that information as confidential in accordance with the provisions of this Clause 10;

(i) to any Expert provided that such Expert has entered into a confidentiality undertaking as provided for in Clause 15.6 of this Appendix A;

(j) in the course of, and as required or reasonably necessary for the purposes of, any litigation or arbitration;

(k) to any Regulator;

(l) to any Governmental Authority having jurisdiction over the submitting Party.

10.4 Interconnector may from time to time make publicly available aggregated information and information relating to the operation of the System.

10.5 The provisions of this Agreement are without prejudice to the requirements of applicable data protection legislation, including the UK Data Protection Act 2018 and (to the extent applicable) the General Data Protection Regulation 2016/679 and the implementing Belgian Law of 30 July 2018, and each Party agrees to comply in full with the requirements of such data protection legislation, including to comply with all notification requirements and other applicable obligations under such data protection legislation.

11. Notices

11.1 Except for those communications that are referred to in Clause 12.1 of this Appendix A, a notice given to a Party under or in connection with this Agreement:

(a) shall be in writing and in English;

(b) shall be signed by or on behalf of the Party giving it;

(c) shall be sent to the Party for the attention of the contact and at the address listed or referred to in Clause 7 of the main body of this Interconnector Access Agreement (or to such other contact and address notified by the Party); and

(d) unless proved otherwise is deemed received as set out in Clause 11.2 if prepared and sent in accordance with this Clause 11.

11.2 This table sets out:

(a) delivery methods for sending a notice to a Party under this Agreement; and

(b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this Clause have been satisfied subject to the provisions in Clause 11.3.

Delivery method	**Deemed delivery date and time**
Delivery by hand or by courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage or delivery.	9.00 am UKT on the second Business Day after posting or at the time recorded by the delivery service.
Email.	On the date and at the time it is sent to the email address.

11.3 For the purpose of Clause 11.2 and calculating deemed receipt:

(a) all references to time are to local time in the place of deemed receipt; and

(b) if deemed receipt would occur on a day other than a Business Day, receipt is deemed to take place at 9.00 am UKT on the next Business Day in the place of receipt.

11.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Communications and Exchange of Information

12.1 All invoices, bids or applications to purchase Capacity, offers for Buy-back, Nominations, Allocations and other communications which are required to be given or made by the Shipper to Interconnector or by Interconnector to the Shipper in accordance with this Agreement shall be given or made electronically on the Interconnector Information System as referred to in section J of the Interconnector Access Code unless permitted to be made on the Joint Booking Platform under Section B Annex B-1 of the Interconnector Access Code or the Implicit Allocation Platform under Section B Annex B-3 of the Interconnector Access Code or such other method as may be specified by Interconnector and communicated to Shippers.

12.2 Where the Interconnector Information System or the Joint Booking Platform is not available, all invoices, bids or applications to purchase Capacity, offers for Buy-back, Nominations, Allocations and other communications shall for the duration of such event be given or made by such alternative means as are specified by Interconnector.

12.3 The Shipper's access to the Interconnector Information System shall be subject to the provisions of Section J of the Interconnector Access Code.

12.4 All invoices, bids or applications to purchase Capacity, offers for Buy-back, Nominations, Allocations and other communications are:

(a) given or made where they are entered on or electronically transmitted to the Interconnector Information System and may be accessed on the Interconnector Information System; and

(b) are deemed to have been received by the relevant recipient(s) at the time when they are given or made.

13. Compliance

Bribery and Corrupt Practices

13.1 A Party shall (and shall procure that any Related Person shall):

(a) comply with all applicable laws, statutes, regulations and codes related to anti-bribery and anti-corruption that is of mandatory application to Interconnector or the Shipper (as the case may be) including without limitation the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions ("**Anti Bribery Laws**");

(b) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

(c) have and maintain in place during the Term policies and procedures to ensure compliance with this Clause 13.1.

13.2 Interconnector may, where it reasonably believes that there is a breach of Clause 13.1(a) or (b) by the Shipper, at any time during the Term request that the Shipper provide certification in writing, signed by two directors, that the Shipper is and has been throughout the Term in full compliance with the requirements of Clause 13.1(a) or (b). Interconnector may also request such information as it might reasonably require to confirm such compliance.

Sanctions and Use of Proceeds

13.3 Each Party shall comply with applicable Sanctions.

13.4 The Shipper shall not use any revenue or benefit derived from any activity or dealing with a Restricted Person in discharging any obligation due or owing to Interconnector.

13.5 The Shipper shall promptly upon becoming aware of them, give written notice to Interconnector of the details of:

(a) the imposition on it of any Sanctions by any Sanctions Authority; or

(b) any claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority.

A failure to give notice under this Clause 13.5 shall not result in suspension or termination under Clause 9.

13.6 Where, after the Effective Date, a Party becomes aware of a potential Illegality (as defined in Clause 13.7 below), it shall notify the other Party and:

(a) either Party; or

(b) both Parties;

may take such actions permitted by law to prevent such potential Illegality or mitigate the effects of such potential Illegality on the performance of obligation(s) under or in connection with Capacity Transaction(s) or this Agreement to the extent they may be affected by such potential Illegality.

13.7 Where, notwithstanding any actions taken under Clause 13.6, after the Effective Date, it:

(a) becomes illegal due to the adoption of or change in any applicable law relating to Sanctions or the decision of a Regulator, Governmental Authority or court or tribunal of competent jurisdiction relating to a Sanction or Sanctions; or

(b) will result in a breach of applicable Sanctions or non-compliance with the decision of a Sanctions Authority;

for a Party ("**Illegality Affected Party**") to perform any obligation(s) under or in connection with this Agreement (an **"Illegality**"), the Illegality Affected Party may without liability and without affecting any rights or remedies available to it, take one or more of the following actions by giving notice to the other Party:

(i) suspend performance of the Capacity Transaction(s) or this Agreement to the extent affected by the Illegality; or

(ii) terminate affected Capacity Transaction(s) or this Agreement where:

(A) it determines such termination is required to comply with applicable law or the decision of a Regulator, Governmental Authority or court or tribunal of competent jurisdiction, to avoid a breach of applicable Sanctions or to comply with the decision of a Sanctions Authority; or

(B) such Capacity Transaction(s) or this Agreement have been suspended under sub-paragraph (i) for more than two (2) Gas Years, the Illegality is still prevailing after such period of time and termination is permitted by applicable law.

13.8 Any events or circumstances that fall under this Clause 13 do not constitute Force Majeure.

Know Your Customer Checks

13.9 Interconnector shall for the signature of this Agreement, request the Shipper to demonstrate that it meets the "Know Your Customer" conditions that are fixed by Interconnector. During the "Know Your Customer" process, Interconnector will also request that the Shipper provides a Designated Email Address for use under Interconnector's Contingency Arrangements. Interconnector may verify at all times whether the Shipper meets the "Know Your Customer" conditions and may request the Shipper to demonstrate

that it fulfils the "Know Your Customer" conditions. If the Shipper fails to demonstrate that it continues to comply with the "Know Your Customer" conditions within ten (10) Business Days, Interconnector may suspend the Transportation Services in accordance with Clause 9 of this Appendix A.

14. General

14.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Clause 14.1 shall limit or exclude any liability for fraud.

14.2 Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

14.3 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

14.4 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by English law.

14.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 14.6 shall not affect the validity and enforceability of the rest of this Agreement.

14.7 This Agreement is drafted in the English language. If this Agreement is translated into any other language for any reason, the English language version shall prevail in the event of any inconsistency or discrepancy.

14.8 Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this Agreement shall be in the English language or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail in the event of any inconsistency or discrepancy.

14.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

14.10 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

14.11 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except as provided under Clauses 15, 16 and 17 of this Appendix A.

14.12 This Agreement may be modified from time to time. Such modifications shall apply to all Shipper Agreements (including this Agreement) on a date designated by Interconnector following: (a) completion of public consultation and consultation with Interconnector Shippers as may be required under the Interconnector Licence or applicable law; and (b) receipt of approval from applicable Regulators of such modifications.

15. Resolution of Claims and Disputes

15.1 If any dispute arises out of or in connection with this Agreement, the Parties shall submit the matter to be resolved in accordance with the procedures as described in the remainder of Clause 15 or as described in Clause 16 below.

15.2 Where a matter arises under this Agreement that is to be referred to and determined by an Expert or if the Parties agree that such matter shall be referred to an Expert for determination, such matter shall be determined bilaterally between the Parties to this Agreement unless Interconnector:

(a) reasonably determines or is notified by one or more Shipper(s) (and Interconnector agrees with the Shipper(s)) that the matter which is to be referred to and determined by an Expert is a matter where the outcome is of common interest to one or more Shippers; and

(b) notifies all such Shippers in writing to such effect before the matter has been referred to an Expert for determination;

then in such case that matter shall be referred and determined by the same Expert as part of one and the same expert determination procedure with all such Shippers.

15.3 Where a matter is referred to be determined by an Expert, such Expert shall be appointed in accordance with the following:

(a) Interconnector shall appoint an Expert (who shall be a person qualified by education, experience and training and who shall have no conflict of interest) after obtaining the agreement to the appointee from at least fifty percent (50%) of the Shippers who are party to the relevant dispute. If the parties to the dispute have failed to agree on an Expert within fifteen (15) days, then an Expert shall be appointed by the London Court of International Arbitration, London;

(b) When the Expert has been appointed, the most interested Party shall notify such Expert within five (5) Business Days of his/her appointment and request him/her in writing to indicate, within five (5) Business Days of the mailing date of the notification of his/her appointment, whether he/she is willing and able to accept the appointment;

(c) Any person appointed as an Expert shall, before accepting such appointment, fully disclose any interest or duty that he/she has or would have that conflicts or might conflict with his/her position under such appointment. The Expert shall also disclose

any such interest or duty that has arisen at any time prior to making his/her decision pursuant to such appointment, always bearing in mind that no person may be appointed as an Expert if, at the time of appointment, she/he is an employee, appointee or representative of any of the Parties or of any Related Persons or of any company in which any of the Parties has a direct material financial interest;

(d) If for any reason such Expert does not or cannot accept his/her appointment within the aforesaid period of five (5) Business Days, then the matter shall be referred again (by any Party) to the London Court of International Arbitration in London to appoint the Expert. This procedure shall be repeated until an Expert is found who accepts the appointment.

15.4 Once an Expert is determined in accordance with Clause 15.3 above, the process described below shall apply to a matter to be determined by an Expert:

(a) the parties to the dispute shall promptly provide the Expert with all information (written or oral) and other evidence which is reasonably required for the determination. The Expert may make any other requests and require any other evidence as deemed necessary to prepare a report on the matter. The proceedings will be conducted in English. All evidence and information submitted to the Expert by one Party shall also be provided to the other Party;

(b) the Expert shall initially produce his decision in draft form and shall circularise his draft decision to the Parties, who shall have a period of twenty eight (28) calendar days in which to revert to the Expert with comments as to matters of fact (but not further or otherwise). As soon as possible after the expiry of such period of twenty eight (28) calendar days the Expert (taking account of such, if any, of the comments of the parties to the dispute as to matters of fact as he/she in his sole discretion may see fit) shall finalise and render his decision (which shall be in writing in the English language and shall contain the full reasons in support of the decision), within three (3) months as of the notification date of the acceptance of his/her appointment unless otherwise agreed by the Parties to the dispute, and such decision (save for any manifest error or fraud) shall be final and binding on all the Parties to the dispute. The Expert shall be deemed not to act as an arbitrator, but shall render any decision as an Expert;

(c) If, without justification, the Expert does not produce a final version of his/her decision ruling on the dispute within three (3) months from the notification date of his/her acceptance of his/her appointment unless otherwise agreed between Parties, the most interested Party may request the appointment of a new Expert in accordance with the procedure set out in Clause 15.3.

15.5 The costs and expenses of the Expert shall be shared equally between the parties to the dispute;

15.6 The parties to the dispute shall procure that the Expert shall sign an undertaking to be bound by the terms as to confidentiality contained in Clause 10 of this Appendix A.

Regulatory Disputes

15.7 For the avoidance of doubt, any disputes of a regulatory nature falling within the scope of Articles 15/18 of the Belgian Gas Act of 12 April 1965 shall fall under the competence of the Disputes Panel established pursuant to that Act. Such disputes shall not be treated as contractual disputes under this Agreement and shall be without prejudice to the Parties' rights and remedies under Clauses 15 and 16.

16. Arbitration

16.1 All disputes, controversies and claims arising out of or in connection with this Agreement (except those that fall to be decided by an Expert as specifically provided for under this Agreement) shall be finally decided by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**") by three (3) arbitrators (the "**Arbitrators**") appointed by the International Court of Arbitration of the ICC (the "**ICC Court**") in accordance with the said Rules. Any party to a Shipper Agreement may initiate arbitration proceedings pursuant to the Shipper Agreement against any other party to a Shipper Agreement in accordance with this Clause.

16.2 The ICC Court shall endeavour to select Arbitrators from countries whose laws expressly govern the agreements submitted to the ICC Court as a part of the request for arbitration.

16.3 The place of the arbitration shall be London, England. The language of the arbitration shall be English.

16.4 (a) Interconnector and the Shipper each consents on the request of the other Party in accordance with Article 7 of the ICC Rules to the joinder of any other Shipper to any arbitration commenced under this Clause 16; and

(b) the Shipper further hereby consents to be joined to any arbitration commenced under any other Shipper Agreement on the request of any party to such arbitration in accordance with Article 7 of the ICC Rules; and

(c) if more than one arbitration is commenced under any Shipper Agreements and any party contends that two (2) or more arbitrations are substantially related and that the issues should be heard in one (1) proceeding, the arbitrators selected in the first-filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before those arbitrators. Interconnector and the Shipper each hereby gives its consent in accordance with Article 10 of the ICC Rules to such consolidation.

16.5 (a) A Party initiating arbitration proceedings pursuant to this Agreement shall prepare a written summary containing a sufficient statement of its case (the "**Summary**"), and it shall submit the Summary to the other Party at the same time as submitting its request for arbitration to the Secretariat of the ICC Court.

(b) Within seven (7) calendar days of receipt of such Summary (where the Party initiating proceedings is the Shipper), or within seven (7) days of submitting its Request for Arbitration to the Secretariat of the ICC Court (where the Party initiating proceedings is Interconnector), Interconnector shall send a copy of the Summary to all Other Shippers (a "**Notification**").

(c) Any party to any Shipper Agreement may, within thirty (30) calendar days from receipt of a Notification, intervene in the arbitration proceedings referred to in a Notification (provided that, in the opinion of the relevant arbitrators, such intervention is substantially related to the subject matter of the dispute under arbitration) by filing a written notice with the Secretariat of the ICC Court. Subject to Clause 10 of this Appendix A, such written notice shall contain the required information and a copy of each such notice shall be sent immediately to Interconnector. For the avoidance of doubt, Interconnector and the Shipper each hereby consents to the intervention in proceedings initiated under this Agreement of any party to any Shipper Agreement.

16.6 (a) Interconnector and the Shipper shall recognise any award rendered pursuant to arbitration proceedings commenced pursuant to this Agreement and any award pursuant to any arbitration proceedings commenced under any other Shipper Agreement to which Clause 16.4 or Clause 16.5 applies (whether or not they participated in the arbitration proceedings).

(b) The Parties hereby waive all judicial recourse against, or the setting aside of, the Award.

(c) Awards shall be final and binding on the participating parties as from the date they are made. All awards may, if necessary, be enforced by any court having jurisdiction in the same manner as a judgement in such court.

16.7 The terms of reference for the Arbitrators shall ensure that, irrespective of any provisions in the ICC Rules, information disclosed under the arbitration proceedings is disclosed only to third parties who are bound by obligations of confidentiality which are at least as stringent as those applicable under Clause 10 of this Appendix A.

17. Applicable Law and Waiver of Immunity

17.1 This Agreement shall be governed by and construed in accordance with the laws of England.

17.2 To the extent (if at all) that the Shipper may in any jurisdiction in which proceedings may at any time be taken for the enforcement of this Agreement claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent (if at all) that in any such jurisdiction there may be attributed to the Shipper or its assets any such immunity (whether or not claimed), the Shipper irrevocably agrees not to claim and irrevocably and unconditionally waives such immunity to the fullest extent permitted by the laws of such jurisdiction and consents in respect of each jurisdiction in which proceedings may at any time be taken for the enforcement of this Agreement to the enforcement or execution of any order or judgment that may be made or given against it in any such proceedings.

17.3 Nothing in any or all of Clauses 10, 15 and 16 of this Appendix A shall affect a Party's right, where appropriate, to apply to any court of competent jurisdiction seeking:

(a) an injunction, specific performance or similar court order to enforce the obligations of the other party; or

(b) any interim or provisional relief that may be necessary to protect the rights or property of that party pending resolution of the Dispute in accordance with Clause 15 or 16 of this Appendix A.

18. Digital Security

18.1 The Shipper shall implement and maintain appropriate and proportionate technical and organisational measures, consistent with Good Industry Practice (such as ISO/IEC 27002) and in compliance with applicable Cybersecurity Requirements, to ensure the security of its Assets and Shipper Connections used in connection with this Agreement and to protect the secure operation of and data exchange with the Interconnector Information System. Interconnector may request reasonable assurance from the Shipper regarding the adequacy of such measures, subject to Clause 10 (Confidentiality) of this Appendix A.

18.2 The Shipper during the Term of this Agreement agrees to co-operate with Interconnector in relation to:

(a) demonstrating its compliance with Cybersecurity Requirements (if applicable) under this Agreement;

(b) responding to any request for information, or inspection, made by any regulator concerning a Cybersecurity Requirement that relates to the Shipper's obligations;

(c) providing information reasonably required by Interconnector in respect of Cybersecurity matters relevant to the Shipper's Assets, Shipper Connections or Shipper Software; or

(d) investigating, managing or reporting any Cybersecurity Incident.

18.3 The Shipper shall notify Interconnector without undue delay (and in any event within twenty-four (24) hours) upon becoming aware of any Cybersecurity Incident which may reasonably be expected to impact the Interconnector Information System, any Shipper Connections or Shipper Software, or the secure exchange of data with Interconnector or any Adjacent TSO. Such notification shall include, to the extent known:

(a) the nature and timing of the incident;

(b) any actual or potential impact on the Interconnector Information System, Shipper Connections or Shipper Software;

(c) steps taken by the Shipper to contain, mitigate or resolve the incident; and

(d) details of any notifications made to regulators or authorities in accordance with applicable Cybersecurity Requirements.

Interconnector Access Agreement

Appendix B

Definitions and Interpretation

Definitions and Interpretation

1.1. Except where expressly specified otherwise, the following expressions (when used in this Agreement) shall have the meanings set out against them below:

"**ACER**" means the Agency for Cooperation of European Regulators established under Regulation (EC) No. 713/2009;

"**Acceptable Credit Support**" has the meaning given in Clause 4.3 of Appendix A (General Terms and Conditions);

"**Acquiring Trade Notification Request**" has the meaning given in Section E paragraph 4.3 of the Interconnector Access Code;

"**Adjacent TSO**" in relation to an AT System, means the operator for the time being of that AT System;

"**Affected Party**" has the meaning given in Clause 6.1 of Appendix A (General Terms and Conditions);

"**Affiliated Company**" means, in relation to either Party, any holding company or subsidiary company of that Party or any company which is a subsidiary of such a holding company, and the expressions "**holding company**" and "**subsidiary**" shall have the meanings specified in Section 1159 of the Companies Act 2006;

"**Agent**" means a company that the Shipper contracts with for the purposes of accessing an Implicit Allocation Partner's Implicit Allocation Platform, who is party to the IAP T&C's;

"**Agreement**" has the meaning given in Clause 6 of the main body of the Interconnector Access Agreement;

"**Allocation Mechanism**" has the meaning given in Section B paragraph 1.4 of the Interconnector Access Code;

"**Allowed Tolerance**" has the meaning given in Section E paragraph 2.3 of the Interconnector Access Code;

"**Annual**" has the meaning given in Section B paragraph 2.2(a) of the Interconnector Access Code;

"**Anti-Bribery Laws**" has the meaning given in Clause 13.1(a) of Appendix A (General Terms and Conditions);

"**Arbitrators**" has the meaning given in Clause 16.1 of Appendix A (General Terms and Conditions);

"Assets" means information and technology, including software, hardware and data (whether electronic or hard copy) used by the Shipper in connection with its performance under this Agreement, including Shipper Connections and Shipper Software; "**Assigned Capacity**" has the meaning given in Section B paragraph 8.1 of the Interconnector Access Code;

"**Assignment Period**" has the meaning given in Section B paragraph 8.1 of the Interconnector Access Code;

"**ATS Nomination**" has the meaning given in Section C paragraph 1.2.1 of the Interconnector Access Code;

"**ATS Processed Nomination Quantity**" has the meaning given in Section C paragraph 2.1.1 of the Interconnector Access Code;

"**ATS Shipper**" means in relation to an AT System, any person who is for the time being entitled to arrange with the operator of the AT System either (a) for Natural Gas which has been conveyed in the AT System to be delivered to the System at the relevant Connection Point or (b) for Natural Gas which has been conveyed in the System to be redelivered to the AT System at the relevant Connection Point;

"**AT System**" means the National Transmission System or the Fluxys Belgium Transmission System;

"**AT System Constraint** "has the meaning given to that expression in Section I paragraph 3.1 of the Interconnector Access Code;

"**Auction Premium**" has the meaning given in Annex B-1 paragraph 2.5.1(c) of the Interconnector Access Code;

"**Available Hours**" means all the hours of all the days in any calendar year excluding any period(s) of maintenance to the Interconnector Information System on reasonable notice or any period(s) of emergency maintenance to the Interconnector Information System when necessary on no notice or any period(s) of time where access to the Interconnector Information System is impossible due to external events or circumstances outside Interconnector's control;

"**Bacton Connection Point**" means the Connection Point at Bacton;

"**Bacton Measurement Facilities**" means the facilities described as such in Section G paragraph 2.1 of the Interconnector Access Code;

"**Bar**" has the meaning specified or defined in ISO 1000 : 1981 (E);

"**Bundled**" has the meaning given in Section B paragraph 2.4(a) of the Interconnector Access Code;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open for business in London;

"**Buy-back Offers**" has the meaning given in Section C paragraph 3.1.9 of the Interconnector Access Code;

"**Buy-back Payment**" has the meaning given in Section C paragraph 3.1.12 of the Interconnector Access Code;

"**Buy-back Period**" has the meaning given in Section C paragraph 3.1.1 of the Interconnector Access Code;

"**Buy-back Requirement**" has the meaning given in Section C paragraph 3.1.1 of the Interconnector Access Code;

"**Capacity**" means Entry Capacity and/or Exit Capacity;

"**Capacity Assignment**" has the meaning given in Section B paragraph 3.4 of the Interconnector Access Code;

"**Capacity Assignment Date**" has the meaning given in Section B paragraph 8.1 of the Interconnector Access Code;

"**Capacity Assignment Notice**" has the meaning given in Section B paragraph 8.3 of the Interconnector Access Code;

"**Capacity Assignee**" has the meaning given in Section B paragraph 8.1 of the Interconnector Access Code;

"**Capacity Assignor**" has the meaning given in Section B paragraph 8.1 of the Interconnector Access Code;

"**Capacity Auction**" has the meaning given in Section B paragraph 1.4(b) of the Interconnector Access Code;

"**Capacity Auction Rules**" mean the rules set out in Annex B-1 of the Interconnector Access Code;

"**Capacity Charge**" has the meaning given in Section F paragraphd 5.2 of the Interconnector Access Code;

"**Capacity Conversion Period**" has the meaning given in Section B paragraph 9.2(d) of the Interconnector Access Code;

"**Capacity Period**" has the meaning given in Section B paragraph 2.3 of the Interconnector Access Code;

"**Capacity Product**" has the meaning given in Section B paragraph 2.2 of the Interconnector Access Code;

"**Capacity Related Share**" of a Shipper at any relevant time means a share which is equal to the proportion which the aggregate of that Shipper's Registered Capacity bears to the aggregate of all Shippers' Registered Capacity;

"**Capacity Reprofile Period**" has the meaning given in Section B paragraph 10.2 (e) of the Interconnector Access Code;

"**Capacity Transaction**" has the meaning given in Section B paragraph 5.2 of the Interconnector Access Code;

"**Capacity Transfer**" has the meaning given in Section B paragraph 3.3 of the Interconnector Access Code;

"**Capacity Transferee**" has the meaning given in Section B paragraph 7.1 of the Interconnector Access Code;

"**Capacity Transferor**" has the meaning given in Section B paragraph 7.1 of the Interconnector Access Code;

"**Capacity Transfer Request**" has the meaning given in Section B paragraph 7.2 of the Interconnector Access Code;

"**CET**" means Central European Time;

"**Charging Methodology**" means the charging methodology Interconnector is required to prepare under Standard Licence Condition 10 of the Interconnector Licence and the Belgian Gas Act 1965;

"**Charging Statement**" means the statement of charges to apply in a Gas Year as published by Interconnector in accordance with Standard Licence Condition 10 of the Interconnector Licence and the Belgian Gas Act 1965;

"**Class**" has the meaning given in Section B paragraph 2.1 of the Interconnector Access Code;

"**Coded Counterparty Information**" has the meaning given in Section C paragraph 1.2.1(c) of the Interconnector Access Code;

"**Commercial Direction**" means, in relation to a Connection Point:

(a) Entry, when the sum of Confirmed Nomination Quantities for all Shipper Entry Nominations exceeds the sum of the Confirmed Nomination Quantities for all Shipper Exit Nominations;

(b) Exit, when the sum of Confirmed Nomination Quantities for all Shipper Exit Nominations exceeds the sum of the Confirmed Nomination Quantities for all Shipper Entry Nominations.

"**Commodity Charge**" has the meaning given in Section F paragraph 9.1 of the Interconnector Access Code;

"**Commodity Unit Cost (Bacton)"** means the value published by Interconnector and applied in accordance with Section F paragraph 9.1 of the Interconnector Access Code;

"**Commodity Unit Cost (Zeebrugge)**" means the value published by Interconnector and applied in accordance with Section F paragraph 9.1 of the Interconnector Access Code;

"**Conditional Firm**" has the meaning given in Section B paragraph 2.1(b) of the Interconnector Access Code;

"**Conditional Firm CF1**" has the meaning given in Section I paragraph 4.4 of the Interconnector Access Code;

"**Confirmation**" means any form or evidence (written or electronic) confirming sale by Interconnector and purchase by the Shipper of Offered Capacity under an Allocation Mechanism;

"**Confirmed Nomination Quantity**" has the meaning given in Section C paragraph 2.2.1 of the Interconnector Access Code;

"**Connection Point**" means the physical point at which the System is connected to either the National Transmission System or the Fluxys Transmission System;

"**Constrained Connection Point**" has the meaning given in Section I paragraph 2.1(a) of the Interconnector Access Code;

"**Consequential Losses**" means:

(a) any indirect cost, expense, loss or damage;

(b) any consequential cost, expense, loss or damage;

(c) any incidental loss or damage;

(d) to the extent not covered by paragraphs (a), (b) or (c) and whether or not direct or indirect: any loss of use, loss of income, loss of actual or anticipated profits, loss of contract, loss of production, loss of revenue, loss of or damage to goodwill and reputation, loss of margin, loss caused by business interruption and loss of anticipated savings;

"**Contingency Arrangements**" means such arrangements as Interconnector may adopt from time to time to deal with any material failures in the Interconnector Information System and/or in the connections within the Interconnector Area of Responsibility;

"**Contracted Capacity**" has the meaning given in Section B paragraph 5.2 of the Interconnector Access Code;

"**Contracted Capacity Price**" has the meaning given in Section B paragraph 5.1(d) of the Interconnector Access Code;

"**Corresponding ATS Nomination**" has the meaning given in Section C paragraph 1.2.1(d) of the Interconnector Access Code;

"**Corresponding Bundled Capacity**" has the meaning given in Section B paragraph 9.1(b) of the Interconnector Access Code;

"**Corresponding Direction of Flow**" has the meaning given in Section B paragraph 9.1(c) of the Interconnector Access Code;

"**Counterparty ATS Shipper**" has the meaning given in Section C paragraph 1.2.1(a) of the Interconnector Access Code;

"**CREG**" means the Commission de Régulation de l'Électricité et du Gaz, of Belgium;

"**Credit Criteria**" has the meaning given in Clause 4.2 of Appendix A (General Terms and Conditions);

"**Credit Support Amount**" has the meaning given in Clause 4.5 of Appendix A (General Terms and Conditions);

"**Credit Support Provider**" has the meaning given in Clause 4.4 of Appendix A (General Terms and Conditions);

"**Cybersecurity Incident**" means any event (including any Virus or Vulnerability) which may reasonably be expected to compromise the confidentiality, integrity or availability of the Interconnector Information System, any Shipper Connections, any Shipper Software, or the secure exchange of data with Interconnector or any Adjacent TSO;

"**Cybersecurity Requirements**" means all laws, regulations, codes, guidance (whether mandatory or not), international and national standards and industry schemes applicable to the Shipper relating to the security of network and information systems, including requirements for the prevention, detection, reporting and mitigation of Cybersecurity Incidents);"**Daily**" has the meaning given in Section B paragraph 2.2(e) of the Interconnector Access Code;

"**Daily Imbalance**" has the meaning given in Section E paragraph 2.2 of the Interconnector Access Code;

"Daily Quantity" means the quantity of Natural Gas, being the OUG Transaction Quantity or part thereof, scheduled for delivery on a Gas Day, such quantity to be a minimum of 3,000,000 kWh;

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (*(EU) 2016/679*) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"**Defaulting Shipper**" has the meaning given in Section B paragraph 6.3.6 of the Interconnector Access Code;

"**Degree Celsius**" or "**C**" shall be determined as the particular interval between any temperature in Kelvin minus the temperature of two seven three decimal one five (273.15) Kelvin;

"**Demand Response Event**" has the meaning given in Section I paragraph 4.4 of the Interconnector Access Code;

"**Designated Email Address**" is an email address provided by a Shipper to Interconnector which will be the sole source for all communications related to Nominations, Allocations, Capacity Transactions and Capacity Transfers, Assignments and Conversions if Interconnector's Contingency Arrangements have been activated.

"**Destructive Features"** has the meaning given in Section J paragraph 1.6 of the Interconnector Access Code;

"**Disposing Trade Notification Request"** has the meaning given in Section E paragraph 4.2 of the Interconnector Access Code;

"**Due Date**" has the meaning given in Clause 5.2(b) of Appendix A (General Terms and Conditions);

"**Eligible Conversion Capacity**" has the meaning given in Section B paragraph 9.1(a) of the Interconnector Access Code;

"**Entry**" means the direction of flow of Natural Gas from the National Transmission System or the Fluxys Transmission System into the System;

"**Entry Allocation**" means any allocation of a Quantity of Natural Gas made by Interconnector pursuant to an Entry Nomination in accordance with Section D of the Interconnector Access Code;

"**Entry Capacity**" means capacity in the System measured in units of kWh/h and made available by Interconnector for use by a Shipper in delivering Natural Gas to the System at the Bacton Connection Point or the Zeebrugge Connection Point;

"**Entry Nomination**" shall have the meaning given to that expression in Section C paragraph 1.1.2 of the Interconnector Access Code;

"**Equivalent Adjacent TSO Capacity**" has the meaning given in Section B paragraph 2.5 of the Interconnector Access Code;

"**EURIBOR**" means the Euro Interbank Offered Rate administered and published by the European Central Bank;

"**Euro**" and "**cent**" and the signs "**€**" and "**c**" mean the lawful currency of the member states of the European Union that have adopted the single currency;

"**Exit**" means the direction of flow of Natural Gas from the System into the National Transmission System or the Fluxys Transmission System;

"**Exit Allocation**" means any allocation of a Quantity of Natural Gas made by Interconnector pursuant to an Exit Nomination in accordance with Section D of the Interconnector Access Code;

"**Exit Capacity**" means capacity in the System measured in units of kWh/h made available by Interconnector under this Agreement for use by a Shipper in accepting redelivery of Natural Gas from the System at the Zeebrugge Connection Point or the Bacton Connection Point;

"**Exit Nomination**" shall have the meaning given to that expression in Section C paragraph 1.1.3 of the Interconnector Access Code;

"**Expert**" means an expert appointed in accordance with the provisions of Clause 15.3 of Appendix A (General Terms and Conditions);

"**Exposure**" has the meaning given to it under Clause 4.5 of Appendix A (General terms and Conditions).

"**Firm**" has the meaning given to it in Section B, paragraph 2.1(a) of the Interconnector Access Code;

"**Fluxys**" means Fluxys SA, a company established under the laws of Belgium whose principal offices are at Avenue des Arts 31, 1040 Brussels, Belgium.

"**Fluxys Belgium**" means Fluxys Belgium SA, a company established under the laws of Belgium whose principal offices are at Avenue des Arts 31, 1040 Brussels, Belgium;

"**Fluxys Privacy Policy**" means Fluxys's policy (as amended from time to time) on how Fluxys collects and handles Personal Information;

"**Fluxys Transmission System**" or "**FTS**" means the Belgian high pressure Natural Gas transmission system currently owned and operated by Fluxys Belgium;

"**Force Majeure**" has the meaning given to that expression in Clause 6.1 of Appendix A (General Terms and Conditions);

"**Forced Buy-back**" has the meaning given to it In Section C, paragraph 3.2.1 of the Interconnector Access Code;

"**Forced Buy-back Price**" has the meaning given in Section F paragraph 7.1(b) of the Interconnector Access Code;

"**Forced Buy-back Requirement**" has the meaning given in Section C paragraph 3.2.1 of the Interconnector Access Code;

"**Gas Day**" means the period beginning at 06.00 hours (CET) on a day and ending at 06.00 hours (CET) on the immediately following day;

"**Gas Day D**" means the Gas Day for which any Nomination, Renomination, Entry Allocation or Exit Allocation is made in respect of delivery or redelivery of Natural Gas;

"**Gas Day D-1**" means the Gas Day immediately preceding Gas Day D and references in this Agreement to "D-" followed by a number shall be construed accordingly;

"**Gas Day D+1**" means the Gas Day immediately following Gas Day D and references in this Agreement to "D+" followed by a number shall be construed accordingly;

"**Gas Year**" means the period beginning on 1 October of any year and ending on 1 October of the immediately following year;

"**Gas Year Y**" means the period beginning on 1 October of a specified Gas Year and ending on 1 October of the immediately following year;

"**Gas Year Y-1**" means the Gas Year immediately preceding Gas Year Y**;**

"Gas Year Y+1" means the Gas Year immediately following Gas Year Y;

"**General Terms and Conditions**" means the general terms and conditions contained in Appendix A to the Interconnector Access Agreement;

"**Good Industry Practice**" means any practice or standard generally recognised within the gas industry in the country where the relevant measurement facilities are located including compliance with any non-statutory code of practice and guidance notes issued by the relevant Governmental Authority or Regulator and as applicable from time to time;

"**Governmental Authority**" means:

(a) any government of the United Kingdom or any political subdivision of the United Kingdom or any local jurisdiction in the United Kingdom;

(b) any government of Belgium or any political subdivision of Belgium or any local jurisdiction in Belgium;

(c) any governmental authority or statutory, legal, fiscal, monetary or administrative body (whether it be domestic, foreign, international, supranational, state or local and including, without limitation, any such authority or body of the European Communities) which operates or has jurisdiction, directly or indirectly, in the United Kingdom and/or in Belgium and/or over all or any part of the route of the Pipeline and/or IBT and/or IZT , other than a Regulator;

(d) any instrumentality, commission, court or agency of any of the above, however constituted;

(e) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant;

(f) ACER;

"**Gross Calorific Value**" shall be measured "real" and means that number of Megajoules produced by the complete combustion at a constant pressure of one decimal zero one three two five (1.01325) Bar absolute of one (1) Normal Cubic Metre of Natural Gas being free of water vapour at twenty five (25) Degrees Celsius with excess air at the same temperature and pressure as the Natural Gas when the products of combustion are cooled to twenty five (25) Degrees Celsius and when the water formed by combustion is condensed to the liquid state;

"**GSMR**" means the Gas Safety (Management) Regulations 1996 (SI 1996 No. 551) including any amendment or modification thereto or any replacement regulations;

"**hour"** means the hour as defined in ISO 1000 – 1992(E);

"**Hourly**" has the meaning given in Section B paragraph 2.2(g) of the Interconnector Access Code;

"**Hourly Quantity**" has the meaning given in Section C paragraph 1.1.4 of the Interconnector Access Code;

"HMRC" means His Majesty's Revenue and Customs;

"**IAP T&Cs**" has the meaning given in Annex B-3 paragraph 1.2 of the Interconnector Access Code;

"**ICC Court**" has the meaning given in Clause 16.1 of Appendix A (General Terms and Conditions);

"**ICC Rules**" has the meaning given in Clause 16.1 of Appendix A (General Terms and Conditions);

"**ID Code**" means a unique identification code issued by Interconnector to a Shipper or by an ATS Agent to an ATS Shipper for the purposes of the Matching Procedures and the Equivalent Matching Procedures;

"**Illegality**" has the meaning given in Clause 13.7 of Appendix A (General Terms and Conditions);

"**Illegality Affected Party**" has the meaning given in Clause 13.7 of Appendix A (General Terms and Conditions);

"**Imbalance**" has the meaning given in Section E paragraph 2.1 of the Interconnector Access Code;

"**Implicit Allocation**" has the meaning given in Section B paragraph 1.4(d) of the Interconnector Access Code;

"**Implicit Allocation Price**" has the meaning given in Annex B-3 paragraph 2.2.1(f) of the Interconnector Access Code;

"**Implicit Allocation Partner**" has the meaning given in Annex B-3 paragraph 2.1.1 of the Interconnector Access Code;

"**Implicit Allocation Platform**" has the meaning given in Annex B-3 paragraph 2.1.2 of the Interconnector Access Code;

"**Implicit Allocation Rules**" mean the rules set out in Annex B-3 of the Interconnector Access Code;

"**Indexation Factor**" means for Gas Year Y the ratio of RPI_Y/RPI_0 where:

> RPI means the "CHAW" Index numbers of consumer prices – "RPI All Items" as published by the Office for National Statistics in the monthly Consumer Price Inflation Reference Tables (or any successor to such Index published by such Office or any other department of HM Government) at www.ons.gov.uk;

RPI_Y = the average value of the RPI for the twelve month period ending on 30 June immediately prior to the commencement of Gas Year Y;

RPI_0 = average RPI for twelve months ending 30 June prior to the commencement of the Initial Gas Year, such value to be revised by Interconnector in the event of the index being updated or replaced;

"**Inputs**" has the meaning given in Section E paragraph 1.1.2 of the Interconnector Access Code;

"**Intended Inputs**" has the meaning given in Section E paragraph 1.1.1(a) of the Interconnector Access Code;

"**Intended Outputs**" has the meaning given in Section E paragraph 1.1.1(b) of the Interconnector Access Code;

"**Interconnection Point**" means a physical or virtual point connecting adjacent entry-exit systems or connecting an entry-exit system with an interconnector, in so far as these points are subject to booking procedures by network users;

"**Insolvency Event**" means, in relation to a Party, that the Party:

(a) is dissolved (other than pursuant to a solvent consolidation, amalgamation or merger);

(b) is unable or admits its inability to pay its debts as they become due;

(c) by reason of actual or anticipated financial difficulty makes an assignment, compromise or arrangement or composition with or for the benefit of all or a class of its creditors;

(d) has instituted against it, or by it, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law, or a petition is presented for its winding-up or liquidation or the appointment of an administrator, other than, in the case of any such proceeding or petition instituted or presented against it, if such proceeding or petition is frivolous, vexatious or being contested in good faith and is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof;

(e) has a resolution passed for its winding-up, official management, liquidation or administration (other than pursuant to a solvent consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, administrative receiver, liquidator, compulsory manager, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party enforce security over all or substantially all of its assets;

(h) has any distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or all or substantially all of its assets and such process is not dismissed, discharged, stayed or restrained in each case within fourteen (14) calendar days;

(i) causes or is subject to any event with respect to it which under the applicable laws has an analogous effect to any of the events specified in paragraphs (a) to (h) above;

"Interconnection Agreement" means an agreement between Interconnector and NGT with respect to the Bacton Connection Point and between Interconnector and Fluxys Belgium in respect of the Zeebrugge Connection Point;

"**Interconnector Licence**" means the licence issued to Interconnector by Ofgem under section 7ZA of the Gas Act 1986;

"**Internet Access**" means the Shipper Connection made via the Internet;

"**Interruptible**" has the meaning given to it in Section B, paragraph 2.1(c) of the Interconnector Access Code;

"**Interruption Notice**" has the meaning given in Section I paragraph 1.2 of the Interconnector Access Code;

"**Interconnector Access Agreement**" and "**IAA**" means the agreement between Interconnector and the Shipper for access to the Transportation Services;

"**Interconnector Access Code**" and "**IAC**" means the code published by Interconnector containing provisions governing access to the Transportation Services offered by Interconnector to Shippers;

"**Interconnector Area of Responsibility**" means the Interconnector Information System and all or any of the hardware, software, technology or telecommunications used by or on behalf of Interconnector to provide the Shipper Connection including the data connection to the internet but otherwise excluding access to the internet which facilitates the User's access, as modified from time to time by Interconnector;

"**Interconnector Auction Premium**" has the meaning given in Annex B-1 paragraph 2.5.1 to the Interconnector Access Code;

"**Interconnector Bacton Terminal**" or "**IBT**" means the terminal and facilities at Bacton related to the Pipeline;

"**Interconnector Information System**" means the following as modified from time to time by Interconnector:

(a) the Interconnector online application which is used for the provision of services by or on behalf of Interconnector including the receipt and dissemination of information in connection with an Agreement;

(b) links between the system in paragraph (a) and third party systems including systems of Adjacent TSOs, trading platforms, exchanges and any other essential applications;

(c) the access passwords and security codes for such system (to the extent the same are under the control or in the possession of Interconnector); and

(d) all system manuals, training manuals and related documentation in electronic and physical forms;

"**Interconnector Reserve Price**" has the meaning given in Annex B-1, paragraph 2.2(e) of the Interconnector Access Code;

"**Interconnector Zeebrugge Terminal**" or "**IZT**" means the terminal and facilities at Zeebrugge that are related to the Pipeline;

"**JBP Clearing Price**" has the meaning given in Annex B-1 paragraph 2.5.1(b) of the Interconnector Access Code;

"**JBP Rules**" has the meaning given in Annex B-1 paragraph 1.2 of the Interconnector Access Code;

"**Joint Booking Platform**" has the meaning given in Section B paragraph 1.4(b) of the Interconnector Access Code;

"**Joint Booking Platform Operator**" has the meaning given in Annex B-1 paragraph 2.1.1 of the Interconnector Access Code;

"**Kilowatt Hour**" or "**kWh**" means three decimal six (3.6) Megajoules;

"**Know Your Customer**" means checks carried out by Interconnector to verify a Shipper's identity, its financial standing and ensure its compliance with Sanctions and the rules designed to combat corruption, fraud, money laundering and terrorist financing;

"**LTUIOLI Capacity**" has the meaning given in Section B paragraph 6.2.1(a) of the Interconnector Access Code;

"**LTUIOLI Notice**" has the meaning given in Section B paragraph 6.2.1 of the Interconnector Access Code;

"**LTUIOLI Procedures**" mean the procedures set out in Section B paragraph 6.2.1 of the Interconnector Access Code;

"**Long-Term Planned Maintenance**" has the meaning given in Section I paragraph 5.2.1 of the Interconnector Access Code;

"**Lost Capacity**" has the meaning given in Section I paragraph 2.3 of the Interconnector Access Code;

"**Maintenance Days**" has the meaning given in Section I paragraph 5.4.1 of the Interconnector Access Code;

"**Maintenance Days Limit**" has the meaning given in Section I paragraph 5.4.1 of the Interconnector Access Code;

"**Matching Procedures**" means the procedures described in Section C paragraph 4.1.2 of the Interconnector Access Code;

"**Maximum Buy-back Price**" has the meaning given in Section F paragraph 7.1(a) of the Interconnector Access Code;

"**Maximum Constrained Quantity**" has the meaning given in Section I paragraph 2.1(b) of the Interconnector Access Code;

"**Maximum Deficit**" means a value in Pounds Sterling or Euro, in relation the Net OS Revenue Account, specified in the Charging Statement;

"**Megajoule**" or "**MJ**" means one million (10^6) joules which shall be identical with the definition of the derived "SI Unit of Quantity of heat, "J"," as defined in ISO 1000 - 1981(E) SI Units and Recommendations for the Use of their Multiples and of certain other Units;

"**Month**" means the period starting on the first Gas Day of any calendar month and ending on the first Gas Day of the next succeeding calendar month;

"**Monthly**" has the meaning given in Section B paragraph 2.2(d) of the Interconnector Access Code;

"**Monthly Administration Fee**" has the meaning given in Section F, paragraph 3.1 of the Interconnector Access Code;

"**Monthly Charge**" means the aggregate amount payable by the Shipper to Interconnector each Month as set out in Section F paragraph 4.2 of the Interconnector Access Code;

"**National Gas Transmission**" or "**NGT**" means National Gas Transmission plc as operator of the NTS;

"**National Gas Transmission Licence**" means the gas transporter's licence treated as granted to National Gas Transmission plc under section 7 of the Gas Act 1986, as amended by the Gas Act 1995;

"**National Transmission System**" or "**NTS**" means the principal pipeline system operated by National Gas Transmission the conveyance of Natural Gas through which is authorised by the National Gas Transmission Licence;

"**Natural Gas**" means any hydrocarbons or mixture of hydrocarbons and other gases consisting primarily of methane which at a temperature of fifteen (15) Celsius and at atmospheric pressure are or is predominantly in the gaseous state;

"**NBP Price**" means the NBP day-ahead price published in a reputable industry publication chosen by Interconnector in respect of the relevant Gas Day;

"**Negative Imbalance**" has the meaning given in Section E paragraph 2.6 of the Interconnector Access Code;

"**Negative Balancing Charge**" has the meaning given in Section E paragraph 3.2 of the Interconnector Access Code;

"**Negative Imbalance Daily Gas Price**" means the price (p/kWh) calculated as the lesser of:

(a) NBP Price + NGT Exit Cost + JBP Clearing Price for Entry Capacity + 0.0171

and

(b) ZTP Hub Price + JBP Clearing Price for Exit Capacity + 0.0171

"**Net Aggregate Confirmed Nomination Quantity**" has the meaning given in Section D paragraph 1.1 of the Interconnector Access Code;

"**Net OS Revenue Account**" shall have the meaning given to that expression in Section F paragraph 10.1 of the Interconnector Access Code;

"**Net Revenue Share**" means that value published in the Interconnector Charging Statement;

"**NGT Entry Cost**" means the NTS entry capacity charge for Bacton and transportation charge to NBP;

"**NGT Exit Cost**" means NTS exit capacity charge for Bacton and transportation charge from NBP;

"**Nomination**" has the meaning given to that expression in Section C paragraph 1.1.1(a) of the Interconnector Access Code;

"**Nomination Effective Time**" has the meaning given in Section C, paragraph 1.3.1(c) of the Interconnector Access Code;

"**Nomination Quantity**" has the meaning given to that expression in Section C paragraph 1.1.4 of the Interconnector Access Code;

"**Non-Standard Capacity Product**" has the meaning given in Section B paragraph 2.2(h) of the Interconnector Access Code;

"**Normal Cubic Metre**" or "**Nm^3**" of Natural Gas means the quantity of Natural Gas which at zero (0) Degrees Celsius and at an absolute pressure of one decimal zero one three two five (1.01325) Bar and when free of water vapour occupies the volume of one (1) cubic metre;

"**Notification**" has the meaning given in Clause 16.5(b) of Appendix A (General Terms and Conditions);

"**Nm^3/h**" means Normal Cubic Metre per hour;

"**NTS Shipper**" means in relation to the NTS any person who is for the time being entitled to arrange with NGT either (a) for Natural Gas which has been conveyed in the NTS to be delivered to the System or (b) for Natural Gas which has been conveyed in the System to be delivered to the NTS at the Bacton Connection Point;

"**OBA**" has the meaning given in Section D paragraph 1.3 of the Interconnector Access Code;

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of Treasury;

"**Offer Deadline**" has the meaning given in Section C paragraph 3.1.6 of the Interconnector Access Code;

"**Offered Capacity**" has the meaning given in Section B paragraph 1.2 of the Interconnector Access Code;

"**Ofgem**" means the Office of Gas and Electricity Markets;

"**OS Capacity**" has the meaning given in Section B paragraph 1.2(d) of the Interconnector Access Code;

"**Other Shippers**" means each of the Shippers other than the relevant Shipper;

"**Own Use Gas**" or "**OUG**" has the meaning given in Clause 1.1 of Appendix C (Own Use Gas Terms & Conditions).

"OUG Contract Price" means the price for each kWh of Natural Gas determined in accordance with Clause 4 of Appendix C (Own Use Gas Terms & Conditions), exclusive of VAT and any other applicable taxes. Subject to the eligibility of each of Interconnector and Shipper, the OUG Contract Price shall be amended to reflect the terms of any applicable law or legislation enacted by a Governmental Authority providing a discount/cap on wholesale Natural Gas prices, including but not limited to the UK Energy Bill Relief Scheme in relation to the delivery of Own Use Gas at the Bacton Connection Point;

"OUG Daily Quantity" has the meaning given in Clause 3.1(b) of Appendix C (Own Use Gas Terms & Conditions).

"OUG Delivered Quantity" has the meaning given in Clause 4.5(a) of Appendix C (Own Use Gas Terms & Conditions).;

"OUG Delivery Period" has the meaning given in Clause 2.2(f)(i) of Appendix C (Own Use Gas Terms & Conditions).;

"**OUG Offtake Period**" has the meaning given in Clause 2.2(f)(ii) of Appendix C (Own Use Gas Terms & Conditions).

"**OUG Offtaken Quantity**" has the meaning given in Clause 4.5(b) of Appendix C (Own Use Gas Terms & Conditions).

"**OUG Transaction**" has the meaning given in Clause 2.3 of Appendix C (Own Use Gas Terms & Conditions).

"OUG Transaction Quantity" means the quantity of Own Use Gas agreed for sale and purchase in accordance with an OUG Transaction Confirmation, such quantity to be a minimum of 3,000,000 kWh;

"OUG Transaction Confirmation" has the meaning given in Clause 3.1 of Appendix C (Own Use Gas Terms & Conditions).

"**Outputs**" has the meaning given in Section E paragraph 1.1.3 of the Interconnector Access Code;

"**Overnomination**" has the meaning given in Section B paragraph 1.4(c) of the Interconnector Access Code;

"**Overnomination Rules**" has the meaning given in Section B paragraph 1.4(c) of the Interconnector Access Code;

"**Party**" means either Interconnector or the Shipper as the context may require, and "**Parties**" means Interconnector and the Shipper (together);

"Permitted Recipients" means the parties to this agreement, the employees of each party and any third parties performing obligations in connection with this Agreement;

"**Personal Data**" has the meaning given in Section J paragraph 5.1 of the Interconnector Access Code;

"**Pipeline**" means the pipeline constructed between IBT and IZT;

"**Positive Imbalance**" has the meaning given in Section E paragraph 2.5 of the Interconnector Access Code;

"**Positive Balancing Charge**" has the meaning given in Section E paragraph 3.1 of the Interconnector Access Code;

"**Positive Imbalance Daily Gas Price**" means the price (p/kWh) calculated as the higher of:

(a) NBP Price - NGG Entry Cost – JBP Clearing Price for Exit Capacity – 0.0171

and

(b) ZTP Hub Price – JBP Clearing Price for Entry Capacity – 0.0171;

"**Pounds Sterling**", "**Sterling**" and "**pence**" and the signs "**£**" and "**p**" means the lawful currency of the United Kingdom;

"**Pre-Payment"** has the meaning given in Appendix A Clause 5.3 of the Interconnector Access Agreement;

"**Quantity of Natural Gas**" means a quantity of Natural Gas expressed in kWh;

"**Quarter**" means each quarter in a Gas Year commencing on 1 October, 1 January, 1 April and 1 July respectively;

"**Quarterly**" has the meaning given in Section B paragraph 2.2(c) of the Interconnector Access Code;

"**Rating**" means a long term debt rating in respect of its long term unsecured and non-credit enhanced debt;

"**Ratings Test**" means a Rating from Standard & Poor's Rating Services of at least BBB+, from Moody's Investors Service Limited of at least Baa1 or from Fitch Ratings Incorporated of at least BBB+;

"**Re-Allocated Capacity**" means Capacity (including Surrendered Capacity) that is re-allocated from a Shipper to another Shipper in accordance with the Interconnector Access Code;

"**Re-Allocated Capacity Payment**" has the meaning given in Section F paragraph 6.1 of the Interconnector Access Code;

"**Reasonable and Prudent Operator**" means a person acting, in good faith, to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances or conditions, and the expression "**Standard of a Reasonable and Prudent Operator**" shall be construed accordingly;

"**Registered Capacity**" has the meaning given in Section B paragraph 1.3 of the Interconnector Access Code;

"**Regulator**" means Ofgem or CREG, as the case may be;

"**Related Person**" means in relation to a Shipper, an Affiliated Company or the group of Affiliated Companies of which it is a member, or any director, officer, agent or employee of it or such Affiliated Company;

"**Released Capacity**" has the meaning given in Section B paragraph 9.7(a) of the Interconnector Access Code;

"**Released Capacity for Reprofiling**" has the meaning given in Section B paragraph 10.5(a) of the Interconnector Access Code;

"**Renomination**" has the meaning given in Section C paragraph 1.4.1 of the Interconnector Access Code;

"**Renomination Effective Time**" has the meaning given in Section C paragraph 1.4.2 of the Interconnector Access Code;

"**Reprofiled Capacity**" has the meaning given in Section B paragraph 10.3(b) of the Interconnector Access Code;

"**Reprofiled Capacity Period**" has the meaning given in Section B paragraph 10.3(e) of the Interconnector Access Code;

"**Reprofiling Fee**" has the meaning given in Section B paragraph 10.1(b) of the Interconnector Access Code;

"**Reprofiling Request**" has the meaning given in Section B paragraph 10.2 of the Interconnector Access Code;

"**Reprofiling Service**" has the meaning given in Section B paragraph 10.1(a) of the Interconnector Access Code;

"**Requested Conversion Capacity**" has the meaning given in Section B paragraph 9.2(a) of the Interconnector Access Code;

"Requested Reprofiled Capacity" has the meaning given in Section B paragraph 10.2(a) of the Interconnector Access Code;

"Restricted Person" means a person that is (i) listed on, or owned or controlled by a person listed on any Sanctions List; (ii) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of countrywide Sanctions; or (iii) otherwise a target of Sanctions;

"Sanctions" means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; or (ii) the United Nations; or (iii) the European Union; or (iv) the United Kingdom; or (v) Belgium; or (vi) the Sanctions Authorities;

"**Sanctions Authorities**" means the respective governmental institutions and agencies of any of the United States, the United Nations, the European Union, Belgium, the United Kingdom, including without limitation, OFAC, the United States Department of State, His Majesty's Treasury and the Ministry of Financial Affairs of Belgium;

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by His Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities;

"**Secondary Market**" means the market or other trading arrangements under which a Shipper enters into transactions with respect to all or part of its Registered Capacity with other Shipper(s);

"**Shipper**" means any person or entity that is for the time being entitled to access the Transportation Services pursuant to an Interconnector Access Agreement;

"**Shipper Agreement**" means in relation to a Shipper, the Interconnector Access Agreement to which such Shipper is party, the Interconnector Access Code and any Capacity Transactions under such Interconnector Access Agreement;

"**Shipper Area of Responsibility**" means all or any of the Shipper Equipment, Shipper Software, technology, telecommunications, access passwords or security codes under the control of or in the possession of the Shipper and which the Shipper intends to use, and uses, to access the Interconnector Information System, excluding anything which is within the Interconnector Area of Responsibility;

"**Shipper Connections**" means the different methods by which the Shipper receives information from and/or sends information to the Interconnector Information System such as Internet Access using Shipper Software or Transmission Protocol;

"**Shipper Equipment**" means the items of equipment, excluding any item of equipment which is within the Interconnector Area of Responsibility, which the Shipper intends to use, and uses, to access the Interconnector Information System and such items of equipment up to and including the data connection through the Shipper's internet service provider to the internet which facilitates the Shipper's access to the Interconnector Information System;

"Shipper Licence" means a licence which allows the licensee to arrange with a gas transporter for gas to be introduced into, conveyed through, or taken out of a pipeline system operated by that gas transporter.

"**Shipper Software**" means the third party web browser or other technology which the Shipper intends to use and uses to access the Interconnector Information System;

"**Short-Term Planned Maintenance**" has the meaning given in Section I paragraph 5.3.1 of the Interconnector Access Code;

"**Single Sided Nomination**" has the meaning given in Section C paragraph 1.2.2 of the Interconnector Access Code;

"**Specification**" means the quality requirements and operating conditions as set out in Annex H-1 of the Interconnector Access Code;

"**SP Clearing Price**" means the price at which Entry Capacity or Exit Capacity is allocated to a Shipper under a Subscription Process;

"**Standard Capacity Product**" has the meaning given in Section B paragraph 2.2 of the Interconnector Access Code;

"**Steering Difference**" has the meaning given in Section D paragraph 1.2 of the

Interconnector Access Code;

"**Subscription Process**" has the meaning given in Section B paragraph 1.4(a) of the Interconnector Access Code;

"**Subscription Rules**" has the meaning given in Section B paragraph 1.4(a) of the Interconnector Access Code;

"**Summary**" has the meaning given in Clause 16.5(a) of Appendix A (General Terms and Conditions);

"**Supplementary Commodity Charge**" has the meaning given in Section F paragraph 9.1(d) of the Interconnector Access Code;

"**Surrender Deadline**" means a date and time in advance of each Capacity Auction as notified to all Shippers by Interconnector;

"**Surrender Notice**" has the meaning given in Section B paragraph 6.1.1 of the Interconnector Access Code;

"**Surrendered Capacity**" has the meaning given in Section B paragraph 6.3.2 of the Interconnector Access Code;

"**Surrendering Shipper**" has the meaning given in Section B paragraph 6.3.1 of the Interconnector Access Code;

"**System**" shall mean IBT, IZT and the Pipeline;

"System Constraint" has the meaning given in Section I paragraph 2.1 of the Interconnector Access Code;

"**Tax**" shall be construed so as to include all present and future taxes, charges, imposts, duties, royalties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, payable at the instance of or imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever or monetary agency or European Communities institution, in each case whether in the United Kingdom, Belgium or elsewhere, together with any penalties, additions, fines, surcharges or interest relating thereto, and "**Taxes**" and "**Taxation**" shall be construed accordingly;

"**Technical Capacity**" means the maximum capacity available for entry and exit at the Bacton Connection Point and Zeebrugge Connection Points detailed in the technical capacity document published on fluxys.com;

"**Term**" means the period from the Effective Date until the date of termination of this Agreement in accordance with its provisions;

"**Termination Amount**" has the meaning given in Clause 9.6 of Appendix A (General Terms and Conditions);

"**Third Party Licensor**" means any third party owner of any intellectual property rights including copyright and database rights in or relating to the Interconnector Information System as will on request be notified by Interconnector to the Shipper from time to time;

"**Total Nomination Quantity**" has the meaning given in Section C, paragraph 1.3.2 of the Interconnector Access Code;

"**Trade Notification**" has the meaning given in Section E paragraph 4.5 of the Interconnector Access Code;

"**Trade Notification Quantities**" has the meaning given in Section E paragraph 4.4 of the Interconnector Access Code;

"**Transfer End Date**" has the meaning given in Section B paragraph 7.7 of the Interconnector Access Code;

"**Transfer Period**" has the meaning given in Section B paragraph 7.3(c) of the Interconnector Access Code;

"**Transferred Capacity**" has the meaning given in Section B paragraph 7.3(d) of the Interconnector Access Code;

"**Transmission Protocol**" means the protocol used by the Shipper Connections and the Interconnector Information System for exchanging Edig@s messages containing contractual data which protocol shall be either the AS2 (Applicability Statement 2) protocol or the AS4 (Applicability Statement 4) protocol;

"**Transportation Services**" means those services Interconnector provides to a Shipper that has concluded an Agreement with Interconnector in relation to the System;

"**UKT"** means Time in the United Kingdom;

"**Unbundled**" has the meaning given in Section B paragraph 2.4(b) of the Interconnector Access Code;

"**Unsold Capacity**" has the meaning given in Section B paragraph 1.2(a) of the Interconnector Access Code;

"**User**" means an employee, contractor, agent (including those of a User Agent), a User Agent or other representative nominated or appointed by a Shipper who has been granted access to the Interconnector Information System by Interconnector;

"**User Agent**" means any company which the Shipper may from time to time inform Interconnector has been nominated or appointed by the Shipper as its agent for the purposes of access to and use of the Interconnector Information System;

"**Virus**" means any program or code which contains malicious functionality or is designed to infiltrate or damage a computer system without the owner's informed consent;

"**Value Added Tax**" or "**VAT**" means (1) value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto or in any primary or secondary legislation promulgated by the European Communities or any official body or agency of the European Communities and (2) the Belgian equivalent thereof and (3) any similar sales, consumption or turnover Tax replacing or introduced in addition to the foregoing (or any part thereof);

"**Voluntarily Surrendered Capacity**" has the meaning given in Section B paragraph 6.1.1(a) of the Interconnector Access Code;

"**Vulnerability**" means a weakness in software or hardware that, when exploited, may result in a negative impact to confidentiality, integrity or availability; "**Within Day**" has the meaning given in Section B paragraph 2.2(f) of the Interconnector Access Code;

"**Wobbe Index**" when applied to Natural Gas means the Gross Calorific Value divided by the square root of the Relative Density;

"**Zeebrugge Connection Point**" means the Connection Point at Zeebrugge;

"**Zeebrugge Entry Point** "means, for the purposes of any Confirmations related to the 2015 Subscription Process, the entry point at Zeebrugge;

"**ZTP Price**" means the ZTP day-ahead price published in a reputable industry publication in respect of the relevant Gas Day;

"**Zeebrugge Measurement Facilities**" means the facilities described as such in Section G paragraph 2.2 of the Interconnector Access Code.

1.2. The following rules of interpretation apply in this Agreement:

(a) clause headings are for ease of reference only and shall not affect the construction of this Agreement;

(b) a person includes a natural person and a corporate or unincorporated body (whether or not having separate legal personality);

(c) a reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established;

(d) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;

(e) unless the context otherwise requires, a reference to one gender includes a reference to the other genders;

(f) a reference to any person includes that person's personal representatives, successors and permitted assigns;

(g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time except where stated otherwise;

(h) a reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision;

(i) a reference to writing or written includes email subject to the requirements of Clause 11 of Appendix A (General Terms and Conditions);

(j) any obligation on a party not to do something includes an obligation not to allow that thing to be done;

(k) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing includes, in respect of any jurisdiction other than England, a reference to that which most nearly approximates to the English legal term in that jurisdiction;

(l) a reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as modified, replaced, assigned or novated (in each case, other than in

breach of the provisions of this Agreement) from time to time except where stated otherwise;

(m) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

(n) any reference to "indemnify" and "indemnifying" any person against any circumstances or in respect of any act, omission, event or matter shall include indemnifying and keeping that person fully indemnified and held harmless on a continuing basis and on demand from all actions, claims, demands and proceedings from time to time made against that person and all liabilities, losses, damages, fines and penalties and other payments, costs and expenses made or incurred by that person (including legal and other professional costs and associated value added tax) as a consequence of or which would not have arisen but for that circumstance, act, omission, event or matter.

Interconnector Access Agreement

Appendix C

Own Use Gas Terms & Conditions

Own Use Gas Terms

1 Introduction

1.1 Interconnector uses Natural Gas for the operation of its System and to maintain the System within acceptable operational parameters ("**Own Use Gas**" or "**OUG**") in connection with the provision of Transportation Services provided by Interconnector to the Shipper.

1.2 All Shippers are eligible to sell and deliver or purchase and offtake Own Use Gas to Interconnector on a non-exclusive basis. The sale and delivery or purchase and offtake of Own Use Gas shall be subject to the terms and conditions outlined in this Appendix C.

1.3 Clause 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, of Appendix A (General Terms and Conditions) of the IAA shall apply mutatis mutandis to the extent applicable to the sale and delivery or purchase and offtake of Own Use Gas pursuant to this Appendix C.

2 Request for Sale or Purchase of Own Use Gas

2.1 At any time during a Business Day, Interconnector may request from the Shipper an offer for delivery or a bid for offtake of an amount of Own Use Gas at the Bacton Connection Point or the Zeebrugge Connection Point , as a daily volume for a specified Gas Day or any other period which Interconnector is requesting ("**OUG Requirement**").

2.2 Shippers may, in response to the information published by Interconnector in accordance with this Clause 2.2, submit an offer to supply or a bid to purchase Own Use Gas in respect of the Bacton Connection Point or the Zeebrugge Connection Point, and shall specify:

(a) the Connection Point;

(b) the amount of Own Use Gas offered for sale or bid for purchase;

(c) the minimum amount of Own Use Gas which the Shipper is willing to have accepted;

(d) the price which the Shipper:

(i) wishes to be paid for the offered Own Use Gas; or

(ii) bids for the purchase and offtake of the Own Use Gas

(e) inclusive of all fees, costs and charges (in p/th or EUR/MWh);

(f) the Gas Day or Gas Days over which the Own Use Gas is to be:

(i) delivered to Interconnector ("**OUG Delivery Period**)"; or

(ii) offtaken from Interconnector ("**OUG Offtake Period**");

(g) where the OUG Requirement is at the Zeebrugge Connection Point, that the Shipper is willing to report the transaction as per the requirements of Regulation (EU) No 1227/2011 and Commission Implementing Regulation (EU) No 1348/2014 on wholesale energy market integrity and transparency (REMIT);

(h) such other information as Interconnector may specify in the OUG Requirement.

2.3 Interconnector shall evaluate all bids or offers received from Shippers and may select one or more such bids or offers taking into consideration the bids or offers which best meet Interconnector's request pursuant to Clause 2.1 and fulfil the criteria outlined in paragraph 2.2 of this Appendix, as well as the best price. Interconnector will then confirm such acceptance with the relevant Shipper(s). This constitutes the "**OUG Transaction**" and defines the OUG Transaction Quantity and the OUG Contract Price.

3 OUG Transaction Confirmation

3.1 Within 60 (sixty) minutes following conclusion of the OUG Transaction, Interconnector shall send to the Shipper by email, the "**OUG Transaction Confirmation**" setting out:

(a) the Connection Point at which the Own Use Gas is to be delivered or offtaken;

(b) the OUG Transaction Quantity, and where such quantity is to be delivered or offtaken over a period of more than one Gas Day, a schedule showing the quantity to be delivered or offtaken for each Gas Day (the "**OUG Daily Quantity**") during the OUG Delivery Period or OUG Offtake Period; and

(c) the OUG Contract Price.

3.2 The Shipper shall review the terms of such OUG Transaction Confirmation promptly and if they differ from its understanding of the OUG Transaction, notify Interconnector of any inconsistency without delay.

4 Delivery and Offtake Obligations

4.1 Interconnector may either;

a) transfer the required Entry Capacity or Exit Capacity to the Shipper equivalent to the OUG Daily Quantity; or
b) directly deliver or take delivery of the OUG Daily Quantity at the Bacton Connection or the Zeebrugge Connection Point.

4.2 The Shipper or Interconnector shall nominate the OUG Transaction Quantity/OUG Daily Quantity for delivery or offtake as set out in the OUG Transaction Confirmation in accordance with paragraph 1 of Section C of the Interconnector Access Code.

4.3 If at any time prior to or during an OUG Delivery Period, the Shipper is unable to supply or offtake the OUG Transaction Quantity (or any part thereof), then the Shipper shall as soon as reasonably practicable give notice thereof to Interconnector together with the reason(s) therefor and details of the reduced quantity of Own Use Gas which the Shipper is able to supply or offtake at the Connection Point in respect of such OUG Delivery Period.

4.4 Interconnector will confirm the nominated quantity of Own Use Gas with the Shipper and, where necessary, arrange the commodity transfer within the System, which shall be treated as a Disposing Trade Notification or Acquiring Trade Notification made on behalf of the Shipper.

4.5 In case of 4.1 (a), Interconnector shall allocate the quantity of Own Use Gas:

(a) delivered by the Shipper on a Gas Day ("**OUG Delivered Quantity**"); or

(b) offtaken by the Shipper on a Gas Day ("**OUG Offtaken Quantity**");

in accordance with Section D of the Interconnector Access Code.

5 Title, Risk and Source

5.1 All rights, title, and interest in and to the Own Use Gas:

(a) to be delivered pursuant to this Appendix C which are vested in the Shipper, together with the risk of loss or damage thereto, shall pass to Interconnector upon delivery of such Own Use Gas by the Shipper at the relevant Connection Point; or

(b) to be offtaken pursuant to this Appendix C which are vested in Interconnector, together with the risk of loss or damage thereto, shall pass to the Shipper upon offtake of such Own Use Gas by the Shipper at the relevant Connection Point;

in accordance with Clause 4 of this Appendix C.

6 Price and Payment

6.1 The sum to be paid by a Party (the "**Paying Party**") to the other Party (the "**Payee**") on a Gas Day shall be:

(a) where the Payee is the Shipper, the OUG Delivered Quantity multiplied by the OUG Contract Price; and

(b) where the Payee is Interconnector, the OUG Offtaken Quantity multiplied by the OUG Contract Price.

6.2 On or before the tenth (10th) calendar day of each month the Payee shall send to the Paying Party an invoice showing the total sum due to the Payee in respect of the sale and purchase of the OUG Delivered Quantity or OUG Offtaken Quantity in respect of each Gas Day in the immediately preceding month.

6.3 The Paying Party shall make any payment due

(a) in pounds sterling or Euros (as invoiced) by direct bank transfer or equivalent instant transfer of funds;

(b) for value on or before the later of the twentieth (20th) calendar day of the Month in which the invoice is received or ten (10) calendar days after the receipt of the invoice (the "**Due Date**") to the bank account specified in the invoice.

should the Due Date not be a Business Day then the Due Date shall be the immediately following Business Day.

6.4 All sums expressed to be payable under this Appendix C are and shall be exclusive of VAT, any withholding taxes, any other taxes based upon or determined by reference to income or any applicable tax or charge imposed by reference to energy value and/or carbon content.

6.5 In the event of manifest error or fraud on the face of the invoice rendered to the Paying Party by the Payee, the Paying Party shall only be obliged to pay the amount correctly or validly invoiced, and the Due Date for any amount which is the subject of a manifest error shall be ten (10) calendar days from the date that the Paying Party receives from the Payee a corrected invoice.

6.6 If a Paying Party disputes any sum specified in an invoice, it shall immediately give notice to the Payee of the amount in dispute and the reasons therefor supported by relevant documentation and pay;

(a) the undisputed portion of such invoice by the Due Date;

(b) any amount agreed by the Parties or determined in accordance with the dispute resolution procedures set out in Clause 15 of Appendix A of the Interconnector Access Agreement; and

(c) interest calculated on those amounts as set out in Clause 5.5 of Appendix A of the Interconnector Access Agreement;

within five (5) Business Days of such agreement or resolution.

6.7 In the event that the Parties cannot resolve the disputed invoice within ten (10) Business Days of the Due Date, the dispute resolution procedures set out in Appendix A, Clause 15 of the Interconnector Access Agreement are applicable.

7 Limitations and Exclusions of Liability

7.1 Without prejudice to the generality of Clause 8 of Appendix A (General Terms and Conditions) of the Interconnector Access Agreement, the Parties agree that the following losses shall be recoverable in full in relation to the provision of Own Use Gas under this Appendix C:

(a) direct costs reasonably incurred and properly documented, by Interconnector in procuring replacement Own Use Gas in the event that the Shipper fails to deliver any Own Use Gas in breach of this Appendix C;

(b) direct costs reasonably incurred and properly documented, by the Shipper in re-selling Own Use Gas in the event that the Interconnector fails to accept any Own Use Gas in breach of this Appendix C;

(c) direct costs reasonably incurred and properly documented, by the Shipper in procuring replacement Own Use Gas in the event that Interconnector fails to redeliver any Own Use Gas in breach of this Appendix C;

(d) direct costs reasonably incurred and properly documented, by Interconnector in re-selling Own Use Gas in the event that the Shipper fails to offtake any Own Use Gas in breach of this Appendix C and

(e) direct costs reasonably incurred and properly documented, by either Party arising in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party caused by the gross negligence or wilful misconduct of the other Party.

7.2 The Parties liability for the losses recoverable pursuant to Clause 7.1 of this Appendix C shall not be subject to the limitations of Clause 8.10 or Clause 8.12 of Appendix A of the Interconnector Access Agreement.

7.3 The Parties agree that the provisions of this Clause 7 of this Appendix shall survive termination of the Agreement.