

MAREX SPECTRON EUROPE LIMITED

TRADING PLATFORM TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 The following terms and definitions apply in this Agreement:

Authorised Signatory means one or more persons duly authorised by the Trading Participant to sign documents which require the signature of an Authorised Signatory as notified to the Broker from time to time.

Authorised Users means one or more persons duly authorised to issue Notifications, Confirmations and Conclude Transactions on behalf of the Trading Participant as notified to the Broker from time to time.

Balancing Products means those Short Term Standardised Products in the Transportation System which may be traded on the Trading Platform by Trading Participants and as set out in Schedule 3 Part 1 hereto.

Balancing Regulation means Commission Regulation (EU) No. 312/2014 of 26 March 2014 establishing a network code on gas balancing of transmission networks.

Banking Day means a day (other than a Saturday or Sunday) on which the banks in Dublin are generally open for business.

Broker means Marex Spectron Europe Limited¹, registered in Ireland with Company registration number: 618432 and having its registered office at 10 Earlsfort Terrace, Dublin 2, D02 T380, which is the Trading Platform Operator and party to all Trading Platform User Agreements.

Broker Staff means all employees, servants, agents, contractors and sub-contractors of the Broker (and all employees of any such agents, contractors and sub-contractors) who are involved in providing the Products or any of them to Trading Participants.

Bundled Capacity means natural gas transmission capacity at an Interconnection Point on the Transportation System with corresponding capacity on the interconnected transportation system and which capacity is booked as a single capacity product on the Joint Booking Platform.

Business Hours means 08.30 to 17.30 on each Banking Day.

¹ The Broker, previously known as Energy Broking Ireland, was acquired by Marex Spectron Europe Limited in February 2019

Capacity Transfer Agreement means an agreement in relation to the transfer of Capacity products (a “**Capacity Transfer**”) as comprised in Parts 3 and 4 of Schedule 3.

CRU means the Commission for Regulation of Utilities, a body established pursuant to Section 8 of the Electricity Regulation Act 1999.

Charges Schedule means the schedule of fixed and variable charges and fees applicable to a Trading Participant in respect of Transactions arranged by the Broker, in accordance with the Trading Platform Terms and Conditions as published by the Broker and as amended from time to time with the consent of the Transporter.

Code of Operations means the code of practice for the operation of the Transportation System (as amended, modified or revised) which governs certain aspects of the relationship between the Transporter and the Shippers on the Transportation System.

Conclusion of Transaction means when a Trading Participant has agreed a Transaction including the price, quantity and delivery period with another Trading Participant utilising the Trading Platform either by accepting a bid or offer posted by another Trading Participant on the Trading Platform or by posting a bid or offer on the Trading Platform which is then accepted by another Trading Participant. A Transaction can also be concluded by the Broker undertaking such activities on behalf of the Trading Participant(s) and “**Conclude**” and “**Concluded**” shall be construed accordingly.

Confirmation means a document:

- (i) for Short Term Standardised Products substantially in the form of Schedule 1 to the IBP 2015 Trading Terms, confirming the parties and the details of a Transaction which has been concluded, and attached at Schedule 4 of these Trading Platform Terms and Conditions; or utilising such other forms of confirmation document as may have been agreed between the relevant Trading Participants;
- (ii) For transmission capacity, substantially in the form of the template in Schedule 5 of these Trading Platform Terms and Conditions, as updated from time to time.

Counterparty Matrix means in respect of each Trading Participant a list of those other Trading Participants with which that Trading Participant is authorised to Conclude Transactions as notified by the Trading Participant to the Broker from time to time, and as amended or updated from time to time.

Daily Imbalance Charge(s) has the meaning specified in the Code of Operations.

Data Reporting Agreement means an agreement entered into by the Broker and a Trading Participant to facilitate the relevant Parties' obligations to report data in respect of Transactions, in accordance with the requirements of REMIT.

Dead-Band means, in respect of Short Term Standardised Products and the Secondary Trading of Capacity, a period commencing at 02.00 hours of every day and finishing at 05.00 hours of the same day, during which it will not be possible to post prices and/or volumes on the Trading Platform.

Dispute means any claim, dispute of difference of any kind whatsoever arising between the Parties, in connection with or arising out of these Trading Platform Terms and Conditions, including any question regarding their existence, validity or termination.

ECB Base Rate means the interest rate issued by the European Central Bank, on each Banking Day, which banks may use for overnight credit from a national central bank that is part of the European monetary system.

Effective Date means the date of the Trading Platform User Agreement.

Extended Business Hours currently means 21.00 to 01.00 on each Gas Day which commences on a Banking Day. For the sake of clarity, Extended Business Hours include the one hour period from midnight on a Friday which is a Banking Day through to 01.00 hours on the immediately subsequent Saturday and excludes the one hour period from midnight on a day which is not a Banking Day through to 01:00 on a Banking Day.

Gas Day means a "Day" as defined in the Code of Operations.

Gas Year has the meaning specified in the Code of Operations

IBP has the meaning specified in the Code of Operations.

IBP 2015 Trading Terms means the Short Term Flat Trading Terms and Conditions for Natural Gas Trading at the Irish Balancing Point (IBP) published in 2015, as amended from time to time.

IP Entry Point has the meaning specified in the Code of Operations.

IP VExit has the meaning specified in the Code of Operations.

Joint Booking Platform has the meaning specified in the Code of Operations.

Monthly Fee means that fee as so described in the Charges Schedule.

MiFID means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

Moffat Interconnection Point (or Moffat IP) means the Interconnection Point at Moffat in Scotland comprising an IP Entry Point and an IP VExit.

Multi-Lateral Trading Facility or **MTF** means a facility whereby a Trading Participant can electronically place orders for execution of Transactions, without the involvement of a broker, as defined in MiFID.

Natural Gas has the meaning specified in the Code of Operations.

Notification means an advice in writing, whether delivered electronically or otherwise, sent by the Broker to a Trading Participant, setting out the terms and conditions of a Transaction concluded by that Trading Participant, utilising the services of the Broker. For the sake of clarity, the Transactions so advised by way of Notification will include Transactions whether they are concluded electronically on the Trading Platform by the respective Trading Participants or whether they are concluded by the Broker on behalf of the respective Trading Participants.

Operating Action has the meaning in the Code of Operations and shall include the acquisition and disposal of gas to meet short term fluctuations in gas demand on the Transportation System.

Other Products means the products which may be traded on the Trading Platform by Trading Participants being all products other than Short Term Standardised Products. Such Other Products include those set out in Schedule 3, with the exclusion of any Products set out in Part 1 of Schedule 3.

Party means either the Broker or a Trading Participant.

Parties means collectively both the Broker and a Trading Participant.

Products means Balancing Products and/or Other Products or any of them.

Quarter means a period of three (3) months, commencing at the start of the Gas Day which commences on, 1 January, 1 April, 1 July and 1 October respectively

Regulations means any applicable rules, regulations, licences, procedures of a relevant regulatory authority in Ireland and all other applicable laws, rules and regulations as in force from time to time, including without limitation, any relevant accounting rules and anti-money laundering/sanctions regulations, also including, but not limited to REMIT.

REMIT means amongst other obligations, the requirement to report transactions in the wholesale energy market as set out in EU Regulation No. 1227/2011 and as implemented in EU Regulation No. 1348/2014.

Secondary Trading of Capacity means that a Trading Participant offers to re-sell to another Trading Participant its rights to utilise gas transmission capacity (including Bundled Capacity) and the other Trading Participant offers to buy the right to utilise such gas transmission capacity.

Shipper has the meaning specified in the Code of Operations.

Short Term Standardised Products mean Title Trade(s) and/or Locational Trade(s) and/or Temporal Product(s) each as so described in Article 7 of the Balancing Regulation.

Tax Clearance Certificate means a tax clearance certificate within the meaning of the Taxes Consolidation Act 1997 as amended.

Tax Clearance Access Number means a unique number assigned by the Collector General to a person that applies for a tax clearance certificate in electronic format under the Taxes Consolidation Act as amended.

Tax Liability means tax or payment in the nature of the tax, including but without prejudice to the generality of the foregoing, income tax, social security contributions or any form of withholding tax or obligation which is a primary liability for the Broker or Broker Staff.

Trading Participant means each Party (other than the Broker) which has entered into a Trading Platform User Agreement (or an agreement to the same effect of any other name) with the Broker for the provision of the Trading Platform on which Products are available, and to allow a Trading Participant to undertake Transactions utilising the Trading Platform and the services of the Broker.

Trading Platform means a real-time electronic over the counter (OTC) trading system designed to enable a broker to host an electronic marketplace.

Trading Platform Availability Contract means the contract between the Broker and the Transporter with respect to respect to the availability and operation of the Trading Platform consistent with the Balancing Regulation.

Trading Platform Operator means the Broker.

Trading Platform Terms and Conditions means these terms and conditions for the provision of a broking service by the Broker as they may be amended from time to time, with the consent of the Transporter, in accordance with the provisions of Schedule 6 of these Trading Platform Terms and Conditions.

Trading Platform User Agreement means the agreement of that name between the Broker and a Trading Participant incorporating these Trading Platform Terms and Conditions whereby the Broker and the Trading Participant agree to be bound by the Trading Platform Terms and Conditions.

Transporter has the meaning specified in the Code of Operations.

Transaction means the purchase and sale of the Products using the Trading Platform.

Transportation System has the meaning specified in the Code of Operations.

VAT means value-added tax under the Value-Added Tax Consolidation Act 2010 (as amended) and any other tax of a similar nature.

Except where expressly provided to the contrary in these Trading Platform Terms and Conditions.

- (i) the Schedules form part of these Trading Platform Terms and Conditions and in event of any conflict between the main body of these Trading Platform Terms and Conditions and a Schedule, the main body of these Trading Platform Terms and Conditions shall prevail;
- (ii) reference to any Party or any Person includes that Party's or that Person's successors and permitted assigns;
- (iii) any reference to any consent not to be unreasonably withheld is deemed to be qualified by the requirement that such consent shall not be unreasonably conditioned or delayed;
- (iv) reference to include and including is deemed to be qualified by the additional item without limitation;
- (v) reference to any publication, statute, rule, regulation, instrument, code, standard or agreement means the same as amended, supplemented or replaced from time to time;
- (vi) references to time and/or days in these Trading Platform Terms and Conditions means the time and day in Dublin;

- (vii) any reference to a Clause, or Clauses or a Schedule or Schedules is a reference to a Clause or Schedule of these Trading Platform Terms and Conditions;
- (viii) headings are inserted for ease of reference only and shall not affect interpretation nor have any legal effect;
- (ix) unless the context requires otherwise, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

Save for as set out below, the Trading Platform User Agreement incorporating the Trading Platform Terms and Conditions constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement relating to the provision of the services provided under this Agreement or any declaration or statement, oral or written, which the Broker may have made.

For the avoidance of doubt nothing herein shall or shall be deemed to supersede any other agreement between the Broker and any Trading Participant including the Trading Platform Availability Contract

2. BROKING SERVICE PROVIDED BY THE BROKER

- 2.1 The Broker will procure the operation of the Trading Platform and will provide each Trading Participant with a broking service on a name-passing basis for those Products set out in Schedule 3.
- 2.2 The Broker shall, and shall procure that the Trading Platform shall:-
 - 2.2.1 provide sufficient support throughout the gas day to the Trading Participants to undertake Transactions on the Trading Platform, including the Trading Participant acting as Transporter being able to buy or sell gas to meet short term fluctuations in the demand for natural gas in the Transportation System, gas for shrinkage and or for stock gas for the Transportation System.
 - 2.2.2 provide transparent and non-discriminatory access to all Shippers subject to such Shippers becoming party to a Trading Platform User Agreement incorporating these Trading Platform Terms and Conditions.
 - 2.2.3 provide services to Trading Participants on an equal treatment basis
 - 2.2.4 ensure anonymous trading at least until a Transaction is concluded
 - 2.2.5 provide a detailed overview of the current bids and offers to all Trading Participants on the Trading Platform, particularly through the “market depth” feature

- 2.2.6 ensure that Trading Participants are obliged to duly notify all trades of Short Term Standardised Products to the Transporter
- 2.3 In respect of the Products set out in Schedule 3 Part 1 and Schedule 3 Part 3, these Products are spot physical Products which are to be transacted within 2 Banking Days of delivery and are therefore defined as spot products, in respect of MiFID. The Products in Schedule 3 Part 1 and Schedule 3 Part 3 can be electronically transacted on the Trading Platform.
- 2.4 The Products set out in Schedule 3 Part 2 and Schedule 3 Part 4 cannot be electronically transacted on the Trading Platform. Trading Participants can only put indicative prices on the Trading Platform for these Products and transactions can only be concluded with the direct involvement of the Broker.

This service is offered through the use of a Trading Platform or where so specified as a voice broking service. The Broker may utilise the Trading Platform to enable execution of the Transactions, where instructions by the Trading Participants to the Broker are given by phone.

- 2.5 The Broker does not provide a service to operate a Multi-Lateral Trading Facility on behalf of Trading Participants.
- 2.6 The Trading Participant agrees that at the time it enters an instruction into the Trading Platform directly or requests the Broker to enter an instruction into the Trading Platform on its behalf, such actions will be subject to these Trading Platform Terms and Conditions.
- 2.7 The Broker operates on a name-passing brokerage basis. The Broker provides price dissemination and price quotes, either by voice or using the Trading Platform and once the trade price, volume and terms have been agreed, the counterparties' (each being a Trading Participant) names are disclosed to each other and the counterparties are responsible for preparation, dissemination and distribution of a Confirmation.
- 2.8 At the request of a Trading Participant, the service supplied by the Broker in respect of Secondary Trading of Capacity may be restricted to the dissemination of volumes of capacity for sale or purchase only, with no dissemination of the prices applicable to such capacity.
- 2.9 The broking service provided by the Broker will be available to Trading Participants during the Business Hours. Unless otherwise agreed, instructions by phone provided by the Trading Participant to the Broker, in respect of potential Transactions, will be treated as "good for day" and shall therefore cease to be valid after the end of the Business Hours for each day.

- 2.10 Outside Business Hours, the Trading Platform will normally be available for use by Trading Participants, subject to the Dead-Band, any scheduled maintenance (which will be usually notified in advance) and any unforeseen outages, including but not limited to, disruptions and delays to the service arising from the transfer of data over communications networks and facilities, including the internet. The Broker shall use its reasonable endeavours to mitigate the unavailability of the Trading Platform and where practicable restrict any scheduled maintenance to outside Business Hours.
- 2.11 Subject to the Dead-Band, the Broker will also provide voice broking and supervision of the Trading Platform during Extended Business Hours.
- 2.12 In the event the Trading Platform becomes unavailable due to hardware and/or infrastructure failure during Business Hours (excluding on bank holidays in the United Kingdom) the Broker shall keep Trading Participants updated on the status of the incident and use commercially reasonable endeavours to restore the operability of the Trading Platform either within the hours 08.30-17.30 of that day, or by the time corresponding to 09.00 hours of the following working day in the United Kingdom or provide a reasonable alternative service. Such alternative service may have to take into account disruptions and delays to the service arising from the transfer of data over communications networks and facilities, including the internet.
- 2.13 The Broker does not advise on the merits of particular Transactions or their taxation consequences.
- 2.14 In requesting the Broker to facilitate any Transaction, the Trading Participant represents that it has been solely responsible for making its own independent appraisal and investigations into the risks of the Transaction. Each Trading Participant represents that it has sufficient knowledge, market sophistication, professional advice and experience to make its own evaluation of the merits and risks of any Transaction. The Broker provides no warranty as to the suitability of any Product traded in the Transactions.
- 2.15 The Broker does not act as the agent of any Trading Participant at any time and this Agreement is not to be interpreted as conferring any fiduciary duties or obligations upon the Broker.
- 2.16 The Trading Platform Terms and Conditions, all Transactions and the Broker's actions are all subject to any applicable requirements of the Regulations and the Broker shall not be required to undertake or refrain from doing anything which in the Broker's reasonable opinion would infringe those requirements. The Trading Participant shall do everything it considers necessary to comply with the applicable requirements of the Regulations. Any actions that the Broker or a Trading Participant may take or may fail to

take for the purpose of complying with those requirements shall not render the Broker, or the Trading Participant (as the case may be) its directors, officers, employees or agents liable to any person whether in contract, tort or otherwise howsoever. A Trading Participant shall not knowingly cause the Broker to infringe the Regulations.

3. INTRODUCTIONS

- 3.1 Trading Participant(s) may submit instructions to the Broker by telephone, facsimile, email, instant messenger or any other communication means agreed, in writing, between the Parties and/or the applicable Trading Participant (as the case may be). In the case of instructions given by telephone, the conversation may be recorded. In the case of facsimile or email, such instructions will not be deemed to have been accepted by the Broker, unless and until an employee or agent of the Broker acknowledges their receipt by facsimile or email back to the Trading Participant as the case may be.
- 3.2 The Broker may also enable instructions to be submitted using the Trading Platform. The use of the Trading Platform will be subject to the terms and conditions set out in Clause 4 below.
- 3.3 An Authorised Signatory of a Trading Participant will be required to notify the Broker, in writing, of the identity of persons authorised to trade on behalf of the Trading Participant, including any restrictions on the number or types or gas quantity or contract duration of Transactions that such persons are authorised to trade. Any changes to these instructions must be notified promptly to the Broker and will take effect once the Broker has confirmed in writing as soon as reasonably practicable that such amendments have been implemented.
- 3.4 An Authorised Signatory of a Trading Participant shall notify the Broker, in writing, of the Trading Participants with whom the Trading Participant may trade. Any changes to the Trading Participants with whom the Trading Participant wishes to Conclude Transactions shall be notified in writing to the Broker.
- 3.5 The Broker shall populate the Counterparty Matrix, contained within the Trading Platform with such instructions, such that the Trading Participant will only be able to Conclude Transactions with those Trading Participants identified in the Counterparty Matrix created pursuant to the instructions of the Trading Participant.
- 3.6 The Broker undertakes that in the event the Trading Participant submits a request during Business Hours or Extended Business to amend the Trading

Platform to reflect changes to the previously advised Counterparty Matrix, the Broker will implement such request as soon as reasonably practicable and in any event within 3 hours of receiving such request.

- 3.7 If the Trading Participant submits such request outside Business Hours or Extended Business Hours, the Broker will implement the requested changes as soon as reasonably practicably and in any event within 3 hours of the start of the Business Hours or Extended Business Hours period, immediately succeeding the receipt of such request.
- 3.8 Where a Trading Participant requires to make any variation to the Counterparty Matrix on an urgent basis the Trading Participant shall notify the Broker of such requirement and the Broker shall use all reasonable endeavours to ensure the relevant Counterparty Matrix is updated to reflect such variation within 1 hour during the period Business Hours or Extended Business Hours. Outside the Business Hours or Extended Business Hours periods, the Broker shall use all reasonable endeavours to update the Counterparty Matrix for requests made on an urgent basis, within 1 hour of the start of the Business Hours or Extended Business Hours period, immediately succeeding the receipt of such request.

4. USE OF THE TRADING PLATFORM

- 4.1 The Broker shall procure the operation of the Trading Platform to facilitate trading of Products in accordance with these Trading Platform Terms and Conditions. Currently the Trading Platform being offered for use by the Broker is the Trayport GlobalVision Trading System for OTC transactions.
- 4.2 The Broker reserves the right, at its sole discretion, to substitute and/or add an alternative Trading Platform. In the event the Broker decides to change its Trading Platform from the Trayport GlobalVision Trading System to an alternative Trading Platform, it shall notify each Trading Participant in writing, giving details of the service, which will be provided by the alternative Trading Platform. The level of product, service and data security provided by any proposed alternative Trading Platform will, at a minimum, meet the requirements for the Trading Platform set out in the Gas Networks Ireland's Request for Tenders for a Trading Platform Availability Contract, Reference 16/216 and comply with the Balancing Regulation and facilitate trading of the Products in accordance with these Trading Platform Terms and Conditions.
- 4.3 Each Trading Participant and the Transporter will be requested to confirm in writing, its consent to the alternative Trading Platform, such consent not to be unreasonably withheld.

- 4.4 When logging on to the Trading Platform, each Trading Participant will be required to acknowledge its acceptance of the Trayport terms and conditions highlighted, particularly in respect of the copyright nature of the software being used. Where a user name or password has been supplied to one or more employees or agents of the Trading Participant, the Trading Participant is required to ensure that such user name and password are kept confidential and are not disclosed. The Broker may rely upon and the Trading Participant will be bound by any instructions which purport to be or originate from a person authorised by the Trading Participant to give such instructions or which originate from an electronic communication system with the appropriate password, test key or other security device.
- 4.5 The Trading Participant is obliged to comply with the terms and conditions set out in these Trading Platform Terms and Conditions and with the Trayport terms and conditions set out when logging on to the Trading Platform. The Broker reserves the right to suspend the use of and/or the access rights of the Trading Participant to the Trading Platform in the event of non-compliance with either the Trading Platform Terms and Conditions and/or the Trayport terms and conditions when logging on to Trading Platform and/or any unauthorised use of the Trading Platform by the Trading Participant until such time the Trading Participant can demonstrate it has taken all reasonable measures to comply with these Trading Platform Terms and Conditions and/or the Trayport terms and conditions.
- 4.6 The Broker shall ensure that the Trading Participant is able to access the Trading Platform through the downloading of the Trading Platform software or such other access routes to the Trading Platform as may be agreed between the Parties.

5. NOTIFICATIONS, CONFIRMATIONS AND DISPUTES

- 5.1 The Broker will use reasonable endeavours to send to each Trading Participant no later than 16.30 hours on each Banking Day, by email or any other means agreed between the Parties, a Notification of each Transaction Concluded by that Trading Participant subsequent to the last previous Notification issued from the Broker to the Trading Participant.
- 5.2 In the event there are Transactions Concluded by a Trading Participant subsequent to 16.30 hours on a Banking Day and/or on a non-Banking Day, the Broker will endeavour to issue the Notifications for such Transactions to each Trading Participant which is party to the Transaction at latest by 16.30 hours on the next succeeding Banking Day. Such Notifications will be sent, unless otherwise advised in writing, to the contact details provided for in Part 3 of Schedule 2.

- 5.3 The Trading Participant will notify the Broker, as soon as reasonably practicable following receipt, if the Trading Participant is not in agreement with any Notification or other notice sent by the Broker. In the absence of such notification by a Trading Participant, the Notification or other notice will (in the absence of manifest error) be conclusive and binding on the Trading Participant, in respect of the service provided by the Broker, including the charges payable to the Broker.
- 5.4 Unless otherwise agreed between the corresponding Trading Participants in accordance with the terms of the IBP 2015 Trading Terms , the Trading Participant selling gas at the IBP and the Trading Participant selling capacity (respectively) is responsible for sending the Confirmation of the Transaction to the Trading Participant buying such gas or capacity as set out in Schedule 4 attached hereto and the attached Schedule 5 in respect of Capacity Transfer Agreements; for the avoidance of doubt all Short Term Standardised Products provide for sale of gas at the IBP. In the event the Trading Participants utilise an alternative form of trading terms and conditions for the Transaction, the Trading Participants will utilise the corresponding format of a Notification, if any, in such trading terms and conditions.

6. BROKERAGE SERVICE CHARGES

- 6.1 From the Effective Date of the applicable Trading Platform User Agreement (or such other date as may be agreed between the Broker and the Trading Participant), the Trading Participant shall pay the fees, commissions and charges set out in the Charges Schedule. The Broker will issue invoices to Trading Participant(s) on the last Banking Day of each month in respect of the fees, commissions and charges due, including VAT and any other applicable charges and the Trading Participant(s) shall remit payment of undisputed amounts in respect of such invoices within 30 days of the respective invoice dates, subject to clause 13 in the case of the Transporter only.
- 6.2 The Trading Participant may withhold payment of any disputed amount pending agreement or determination of the Broker's entitlement in relation to the disputed amount. If the determination of any dispute shows that the Trading Participant has withheld any amount which the Broker was entitled to be paid then the Trading Participant shall pay within 3 (three) Banking Days such amount to the Broker with interest on that amount calculated in accordance with the paragraph below from the date on which payment should have been made.
- 6.3 In the event the Trading Participant does not remit any such payment within 30 days of the invoice date, the Broker reserves the right to charge interest

on the outstanding amounts due, at a rate of 3% above the ECB Base Rate. Interest shall accrue on a daily basis.

- 6.4 All amounts (including without limitation all fees and charges) payable by the Trading Participant shall be due and payable without set off, counterclaim or deduction.

7. REPRESENTATION AND WARRANTIES

- 7.1 Each Trading Participant represents and warrants to the Broker that as of the Effective Date and at the date of the Conclusion of any Transaction that:-
- 7.1.1 The Trading Participant has all the necessary authorities, powers, consents, licences and authorisations (including without limitation those required under the Code of Operations and the IBP 2015 Trading Terms or any alternative terms and conditions for the trading of any of the Products as may be agreed between the Trading Participants) and has taken all necessary actions to enable it lawfully to enter into and perform this Agreement and any Transactions and it shall comply with all the Regulations in connection with these Trading Platform Terms and Conditions and any Transactions; and
 - 7.1.2 The Trading Participant will provide an IBP nomination or re-nomination or such other notification as may be required, in accordance with the Code of Operations, to the Transporter, or any other advice/notification required by the Code of Operations to the Transporter, in respect of any Transactions Concluded in accordance with this Agreement; and
 - 7.1.3 Each Trading Participant shall also ensure that at the time it Concludes a Transaction on the Trading Participant or requests the Broker to Conclude a Transaction on its behalf, the Trading Participant is a Shipper, is authorised to undertake Transactions and to make IBP nominations or re-nominations in accordance with the terms of the Code of Operations; and
 - 7.1.4 Where the Trading Participant is Concluding Transactions for the Secondary Trading of Capacity, it has full rights to utilise such gas transmission capacity and has the authority to sell to another party, the rights to utilise such gas transmission capacity; and
 - 7.1.5 A Trading Participant which purchases the right to utilise gas transmission capacity by Concluding a Transaction in respect of the Secondary Trading of Capacity has all the necessary consents, licences and authorisations (including without limitation those required under the Code of Operations) to acquire access to and/or utilise such gas transmission capacity; and

- 7.1.6 Where the Trading Participant is Concluding Transactions for the Secondary Trading of Capacity, it will comply with the terms for the purchase or sale of gas transmission capacity, including, but not limited to, the obligation to enter the transaction on the Joint Booking Platform.
 - 7.1.7 The persons entering into the Trading Platform User Agreement and Concluding Transaction on behalf of the Trading Participant have been duly authorised to do so; and
 - 7.1.8 Each Transaction and the obligations created under them both are binding upon the Trading Participant and enforceable against the Trading Participant in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order or charge by which the Trading Participant is bound; and
 - 7.1.9 The Trading Participant and its employees and agents shall observe the standard of behaviour reasonably expected of persons in its position and not take or omit to take any action which would or might cause the Broker to breach any Regulation; and
 - 7.1.10 In respect of the use by the Trading Participant of a Trading Platform, it has acknowledged its acceptance of the terms and conditions applicable to the use of such Trading Platform.
- 7.2 The Trading Participant represents that it will independently determine the appropriateness of any Transaction that it asks the Broker to arrange and that it assumes full risk as to the value of any Transactions arranged by the Broker in accordance with this Agreement. The Trading Participant agrees that it will bear the risk of loss in connection with any such Transaction including the event that the purchaser of a product in a Transaction arranged by the Broker fails to make timely payment for products delivered to such purchaser or that in the event a seller of products purchased by the Trading Participant in a transaction arranged by the Broker fails to make timely delivery of such products to the Trading Participant.

8. EXCLUSION OF LIABILITY

- 8.1 Neither Party (nor its directors, officers, employees or agents) shall be liable to the other Party in contract, tort or otherwise for any indirect losses, damages, costs or expenses incurred or suffered under the Trading Party User Agreement or as a result of any Transaction arranged pursuant to the Trading Platform User Agreement.
- 8.2 Without prejudice to clause 8.1 and to clause 8.4 the maximum liability of the Broker to the Trading Participant per each event arising as a result of negligence or breach of the Trading Platform User Agreement only shall not

be greater than the Monthly Fee in the Charges Schedule multiplied by twelve (12).

- 8.3 Without prejudice to clause 8.1 and to clause 8.4 the maximum liability of a Trading Participant to the Broker per each event (and in aggregate in any year) shall be a maximum amount of four hundred thousand Euro (€400,000) in respect of any loss (including any reasonable legal costs and other expenses) incurred by the Broker arising as a result of the negligence or breach of the Trading Platform User Agreement by the Trading Participant, but excluding (1) any indirect or consequential loss suffered by the Broker and (2) any losses suffered by the Broker to the extent arising as a result of non-performance of this Trading Platform User Agreement, gross negligence, wilful default or fraud by the Broker.
- 8.4 Nothing in the Trading Platform User Agreement shall in any way limit or restrict a Party's liability to the other Party in respect of gross negligence, wilful default or fraud, or for personal injury or death.

9. FORCE MAJEURE

- 9.1 Neither Party shall be in breach of its obligations under the Trading Platform User Agreement if there is any total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with Trading Participants and/or the Broker for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond its control ("Force Majeure Event"). A party who becomes aware of a Force Majeure Event which gives rise to or which is likely to give rise to any failure or delay in performing its obligations under the Trading Platform User Agreement shall forthwith notify the other party and shall inform the other party of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event, but otherwise shall not bear any liability or responsibility to the other for the Force Majeure Event.

10. PUBLICATION OF INFORMATION

- 10.1 Where, with the approval of the CRU, the Trading Platform is designated by the Transporter as the Trading Platform, trades on which will be used to form the basis of the determination of Daily Imbalance Charges the Broker shall on each Gas Day in respect of the previous Gas Day ("**D-1**") publish (or enter into arrangements with the Transporter for the publication of):-

- 10.1.1 the weighted average price of gas traded through the Trading Platform;
 - 10.1.2 the highest price of any relevant purchase of gas through the Trading Platform in which the Transporter is involved in respect of D-1 by way of Title Trade;
 - 10.1.3 the lowest price of any sales of gas in which the Transporter is involved in respect of D-1 through the Trading Platform by way of Title Trade.
- 10.2 The Broker shall ensure that the following information is published and made available in a format and to those parties, which the Transporter shall advise.
- 10.2.1 the evolution of the lowest price of any sale of gas in which the Transporter is involved in respect of the Gas Day (following each such trade); and
 - 10.2.2 the evolution of the sale price of gas for each Gas Day after each trade.

11. CONFIDENTIALITY

- 11.1 The Parties agree to keep confidential any information of a confidential nature acquired in connection with the Trading Platform User Agreement or the services provided, except for information which a Party is obliged to disclose under the Trading Platform User Agreement, under compulsion of law or to comply with a request from a competent authority, which has jurisdiction to make such request, including without limitation, information required to comply with regulations of the European Union, including the obligations with respect to REMIT and any instructions from the CRU to the Transporter regarding the transparency of charges which the Transporter incurs in undertaking balancing in accordance with the provisions of the Code of Operations.
- 11.2 In respect of obligations under REMIT,
- 11.2.1 the Broker and a Trading Participant(s) may enter into a separate agreement governing the required notifications of data concerning Transactions, known as a Data Reporting Agreement and the Broker shall enter into a Data Reporting Agreement with the Trading Participant if so requested by the Trading Participant.
- 11.3 A Trading Participant may also disclose any information which the Trading Participant is required to disclose in connection with:
- 11.3.1 the Code of Operations;

11.3.2 any applicable licence issued by the CRU or any other competent authority and/or any instructions of the CRU regarding the transparency of charges incurred by Trading Participant in its capacity as Transporter.

11.4 Notwithstanding the terms of this clause, the Broker shall be entitled to publish or otherwise report or circulate the prices, quantities and delivery periods of the Transactions which are facilitated by the Broker (provided no such publication makes any reference whatsoever to the identity of the Trading Participant) and are subject to this Trading Platform Terms and Conditions.

12. ASSIGNMENT

12.1 Neither the Broker nor any Trading Participant may assign any of its rights or obligations under the Trading Participant User Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed provided always that the Transporter as Trading Participant may assign or novate its rights and obligations under the Trading Platform User Agreement to any Party who is appointed as Transporter pursuant to the Code of Operations.

13. BROKER/TRANSPORTER SPECIFIC TAXATION

13.1 The Transporter as Trading Participant may make any deduction or withholding on account of tax (including but not limited to professional services withholding tax and relevant contracts tax) required by law, Governmental direction or the practice of the Revenue Commissioners.

13.2 The Broker shall provide the Transporter as Trading Participant with all information that the Transporter as Trading Participant needs to provide to the Revenue Commissioners in respect of these Trading Platform Terms and Conditions, including

13.2.1 either a current Tax Clearance Certificate or a tax reference number and Tax Clearance Access Number for the Broker, and

13.2.2 if requested by the Transporter as Trading Participant for all Broker employees who are employed by the Broker in connection with the Products) receiving payments in connection with these Trading Platform Terms and Conditions exceeding:

(i) €650, a record of a tax reference number

(ii) €2,600 in any 12 month period, either (a) a current Tax Clearance Certificate/a tax reference number and tax clearance access number or, (b) if required a Notification of

Determination issued under Section 5301 of the Taxes Consolidation Act 1997 showing a rate of 0% or 20%.

- 13.3 For the avoidance of doubt, the Transporter as Trading Participant shall have no liability whatsoever to make any payments whatsoever to Broker Staff, including overtime payments, sick or holiday pay, pension, bonus or other benefits. As between the parties, the Broker shall have exclusive responsibility for the payment of all payroll taxes (including national insurance contributions, PAYE, USC and PRSI) for Broker Staff.
- 13.4 To the extent that the Broker is supplying personnel to the Transporter as Trading Participant, payment may be withheld at any time where evidence requested is not provided by the Broker to the effect that Irish payroll withholding taxes (including PAYE, USC and PRSI) are being operated in respect of Broker Staff, or that Irish payroll withholding taxes need not be operated in line with current published Revenue Commissioner's Statements of Practice and other guidance, or that the Broker has received permission not to operate Irish payroll withholding taxes. This applies whether or not the Broker or Broker Staff in question is resident in Ireland, including when personnel are sourced from other companies. The Broker shall provide evidence of registration for Irish payroll withholding taxes and of actual operation of Irish payroll withholding tax obligations in respect of remuneration liable to Irish payroll withholding taxes on an ongoing basis.
- 13.5 Unless otherwise stated, amounts in the Charges Schedule exclude VAT. The Transporter as Trading Participant shall pay any VAT arising under Irish or other applicable law on the supply (by the Broker to the Transporter as Trading Participant under these Trading Platform Terms and Conditions. The Trading Participant shall pay that VAT to the appropriate authorities when so required by the laws or their practice, or otherwise shall pay it to the Broker. The Broker confirms that it is registered for VAT. The Broker shall refund to the Transporter as Trading Participant any VAT incorrectly charged immediately upon notification. The Broker shall send the Transporter as Trading Participant for each payment a valid VAT invoice complying as to form, timing and all other respects with the law.
- 13.6 Unless otherwise expressly stated in this contract, the Broker bears exclusive liability for payment of all taxes and duties whatsoever and howsoever arising under Irish or other law in connection with the Balancing Products and performance of these Trading Platform Terms and Conditions. The Trading Participant will have no liability to make any payment of a Tax Liability. The Broker undertakes to meet its Tax Liability obligations and to use its best endeavours to ensure that Broker Staff meet their Tax Liability obligations, arising from the Broker Staff's employment by the Broker. If the Trading Participant is required by law to make a payment or account for tax in respect

of any Tax Liability to the Revenue Commissioners, the Trading Participant shall make that payment within the time allowed and in the minimum amount required by law and may deduct such payment from any outstanding payments due to the Broker, or amounts subsequently becoming due to the Broker.

- 13.7 The Broker must (within 3 Banking Days of demand by the Trading Participant) pay to the Trading Participant an amount equal to the loss, liability or cost whatsoever which the Trading Participant determines will be or has been (directly or indirectly) suffered on account of payment of or accounting for the Tax Liability.

14. TERMINATION

- 14.1 Either Party may terminate the Trading Platform User Agreement on written notice of termination to the other Party, at any time, with such termination effective 3 calendar months subsequent to the date of the receipt of such termination notice.
- 14.2 The Trading Platform User Agreement shall terminate forthwith by a Party giving notice to the other Party, in the event of the other Party becoming insolvent, ceasing to trade or having a receiver, liquidator, administrator or administrative receiver appointed over some or all of its assets or if proceedings are commenced for its dissolution or winding up or examinership (other than a voluntary winding up for the purposes of solvent administration or reconstruction) or analogous proceedings thereof.
- 14.3 Upon termination of the Trading Platform User Agreement all outstanding amounts payable by the Trading Participant to the Broker shall become immediately due and payable thereto.

15. MODIFICATION PROCESS

- 15.1 The Broker, the Transporter and or any Trading Participant may propose any modification to the Trading Platform Terms and Conditions, such Party (the Notifying Party) shall notify in writing to the other Party (a "**Modification Notice**") that it requests such change in the Trading Platform Terms and Conditions.
- 15.2 The process for modifying the Trading Platform Terms and Conditions is as set out in Schedule 6
- 15.3 Where a modification to the Trading Platform Terms and Conditions is proposed by the Transporter and the modification is identified as a modification to secure compliance with any Regulations, such modification

shall be given effect in accordance with its terms in order to secure compliance with applicable Regulations. The Broker shall notify Trading Participants of all Modification Notices and any modification proposed by the Broker. The Broker shall publish the modified Trading Platform Terms and Conditions on its website and shall notify each Trading Participant of the modified Trading Platform Terms and Conditions, prior to their implementation.

- 15.4 These Trading Platform Terms and Conditions may not be modified without the prior written consent of the Transporter.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Trading Platform User Agreement incorporates these Trading Platform Terms and Conditions and any disputes or claims arising out of or in respect of the Trading Platform User Agreement (incorporating these Trading Platform Terms and Conditions) (whether such disputes are contractual or non-contractual in nature such as claims in Tort, breach of statute or regulation or otherwise) shall be governed by and construed in all respects by the laws of Ireland and any non-contractual obligations relating to it will be governed by and construed in accordance with Irish Law. Subject to clause 17 the courts of Ireland shall have jurisdiction to determine any proceedings arising from any suit, action or other proceedings arising out of or in connection with this Agreement, including any proceedings regarding the existence, validity or termination of this Agreement.

17. DISPUTE PROVISIONS

- 17.1 If a Dispute arises between the Broker and any Trading Participant, it shall be notified in writing and shall be first referred to representatives of the Parties with day to day responsibility for the administration of these Trading Platform Terms and Conditions, who shall meet and endeavour to resolve such Dispute within 15 Banking Days.
- 17.2 If such Dispute has not been resolved by the Parties' representatives within 15 Banking Days of the date when the Dispute is first notified, it shall be referred to a senior executive of each Party, who will not have been involved in the initial attempt to resolve the Dispute. Such senior executive of each Party shall be supplied with all pertinent information by the Parties and shall endeavour to arrive at an amicable solution to the Dispute within 20 Banking Days after the receipt of such information.
- 17.3 Should the Dispute not be resolved within the period of 20 Banking Days, then either Party may refer the Dispute to the courts of Ireland in accordance with clause 16.

18. OTHER TERMS & CONDITIONS

- 18.1 Any failure or delay by either Party in exercising their rights hereunder shall not operate as a waiver of such rights and remedies. Any waiver of the rights of the Parties arising from the Trading Platform User Agreement shall be made in writing.
- 18.2 Personal information that the Trading Participant provides to the Broker under or in connection with the Trading Platform User Agreement, such as the name and contact details relating to Authorised Signatories or other personnel of the Trading Participant, will be processed by the Broker and its third party service providers for the purpose of the performance of the Trading Platform User Agreement and all purposes reasonably incidental thereto. The Broker may disclose such information to third parties where it is obliged to do so, in connection with any sale, reorganisation or corporate transaction involving the Broker or its business or otherwise in accordance with applicable law. Individuals have the rights, subject to certain exceptions, to access or rectify any personal information that the Broker holds about them, which may be exercised by sending a written request to the Broker.
- 18.3 The Broker may publish on its website (www.marexspectron.com) policies in relation to the following subjects:
- Anti-Bribery and Anti-Corruption Policy
 - Data Protection Policy
 - Conflict of Interest Policy
 - Slavery and Human Trafficking Statement
 - Anti-Money Laundering Policy

From time to time, the Broker may publish amendments to these policies or publish additional policies. The publication of these policies, the sufficiency of these policies, and compliance with these policies is entirely a matter for the Broker. For the avoidance of any doubt, the Trading Participant is not obliged to comply with these policies.

19. NOTICES

- 19.1 Formal notices in respect of the Trading Platform User Agreement (by way of example notices in respect of termination or amendments to the Trading Platform User Agreement and/or these Trading Platform Terms and Conditions) are to be made or given by one Party to the other Party in writing to the other Party in accordance with the details set out in Parts A and B of

Schedule 2 or such other address or contact numbers as each Party shall notify to the other from time to time and shall be deemed to have been received:

- 19.1.1 if delivered by hand, on the Banking Day delivered or on the first Banking Day following the date of delivery if delivered on a day other than a Banking Day;
 - 19.1.2 if sent by post, on the second Banking Day after the date of posting or, if sent from a European country other than Ireland, on the fifth Banking Day following the day of posting;
 - 19.1.3 in the case of a facsimile transmission, on the day of transmission if that day is a Banking Day or on the first Banking Day after transmission if that day is not a Banking Day and provided that a valid transmission report confirming good receipt is generated
 - 19.1.4 if transmitted by email shall be deemed to have been received on the day of transmission if transmitted before 17.00 (recipient's time) on a Banking Day or otherwise at 09.00 (recipient's time) on the first Banking Day after transmission.
- 19.2 Where a notice is sent by facsimile, the Party giving the notice shall (but without prejudice to clause 19.1.3) if so requested by the other Party, resend the notice as soon as reasonably practicable by facsimile.
- 19.3 As of the date of the Agreement, the contact details of the Parties are provided in Schedule 2, attached hereto.

Schedule 1 - Charges Schedule

| | |
|---|--|
| Monthly Fee for a service which provides the Trading Participant with 5 log-ins for using the Trading Platform. Additional log-ins will be available for an additional fee of € 200 per log-in per month. The Trading Participant is responsible for specifying which of the log-ins provided are to be “Trader Log-ins” and which shall be restricted to read-only access. Such Monthly Fee will encompass the products in Schedule 3 Part 1 and Schedule 3 Part 3 and is based on a supervised service during Business Hours and Extended Business Hours. | €3,000 per month, plus VAT, if applicable |
| Commission upon arrangement of a Transaction of a product set out in Schedule 3 Part 1 and Schedule 3 Part 2 , applicable to both purchases and sales | €0.002 per therm plus VAT, if applicable |
| Commission upon arrangement of a Transaction of a product set out in Schedule 3, Part 3 and Schedule 3 Part 4 , for capacity available during the period 1 st October until 30 th April (inclusive) and applicable to both purchases and sales | €0.05 per MWh per day plus VAT, if applicable |
| Commission upon arrangement of a Transaction of a product set out in Schedule 3, Part 3 and Schedule 3 Part 4 , for capacity available during the period 1 st May until 30 th September (inclusive) and applicable to both purchases and sales | €0.005 per MWh per day plus VAT, if applicable |

The Monthly fee set out above shall be credited against all and any Commissions due during any month, such that:-

- a) where the Commissions are equal to or less than the Monthly fee, the Monthly fee only is due and no Commissions are due.
- b) Where the Commissions are greater than the Monthly fee, the Commissions are due and no Monthly fee is due.

Commission payments due in any month shall be in respect of Brokerage Services provided by the Broker during that month and shall be invoiced in the accordance with provisions of Clause 6.

Schedule 2 Details for Delivery of Notices and Correspondence

A. Marex Spectron Europe Limited (The Broker) contact details:-

Marex Spectron Europe Limited
Attention: Chief Executive
Suite 401, Q House,
76 Furze Road,
Sandyford Business Park,
Dublin D18 N504
Ireland

Telephone: + 353 – 1 – 531 0754
Fax : +353 – 1- 905 9276
Email : notices@marexspectron.com

B. Trading Participant contact details (for Formal Notices under these Trading Terms and Conditions)

Name:

Address:

Telephone:

Facsimile:

Email:

or such other details as may be notified to the Broker by the Trading Participant from time to time.

C. Trading Participant contact details (for receipt of Notifications or Confirmations)

Name:

Address:

Telephone:

Facsimile:

Email: or such other details as may be notified to the Broker by the Trading Participant from time to time.

D. Trading Participant contact details (for receipt of invoices from the Broker)

Name:

Address:

Telephone:

Facsimile:

Email:

or such other details as may be notified to the Broker by the Trading Participant from time to time.

Schedule 3 Short Term Standardised Products available to transact on the Trading Platform

Part 1

Title Trades

Natural Gas for spot delivery at the Irish Balancing Point

Within-Day Natural Gas

Day Ahead Natural Gas

Saturday Natural Gas (when transacted within 2 Banking Days of delivery)

Sunday Natural Gas (when transacted within 2 Banking Days of delivery)

Weekend Ahead Natural Gas (when transacted within 2 Banking Days of delivery)

Monday Natural Gas (when transacted within 2 Banking Days of delivery)

Tuesday Natural Gas (when transacted within 2 Banking Days of delivery)

Wednesday Natural Gas (when transacted within 2 Banking Days of delivery)

Thursday Natural Gas (when transacted within 2 Banking Days of delivery)

Friday Natural Gas (when transacted within 2 Banking Days of delivery)

Locational Trades

Within-Day Natural Gas at Moffat IP

Day Ahead Natural Gas at Moffat IP

Saturday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Sunday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Weekend Ahead Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Monday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Tuesday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Wednesday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Thursday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP

Friday Natural Gas (when transacted within 2 Banking Days of delivery) at Moffat IP.

Temporal Trades

In the event the Transporter requires that the Trading Platform should facilitate bids and offers for Natural Gas for Temporal Trades at one or more specified locations or Entry Points, the Broker, after discussions with other Trading Participants shall accommodate such request.

Part 2

Natural Gas outside the spot delivery window at Irish Balancing Point

Monday Natural Gas (when transacted outside 2 Banking Days of delivery)

Tuesday Natural Gas (when transacted outside 2 Banking Days of delivery)

Wednesday Natural Gas (when transacted outside 2 Banking Days of delivery)

Thursday Natural Gas (when transacted outside 2 Banking Days of delivery)

Friday Natural Gas (when transacted outside 2 Banking Days of delivery)

Saturday Natural Gas (when transacted outside 2 Banking Days of delivery)

Sunday Natural Gas (when transacted outside 2 Banking Days of delivery)

Weekend Ahead Natural Gas (when transacted outside 2 Banking Days of delivery)

Weekdays no weekend (WK/DY NW) Natural Gas

Defined Weekend (WE) Natural Gas

Defined Weekdays (WKDYS) Natural Gas

Balance of Month (BOM) Natural Gas

Defined Month Natural Gas

Defined Quarter (e.g. Quarter 1, 2021 where Quarter 1 comprises of January, February & March) Natural Gas

Defined Season (e.g. Winter 2020 and Summer 2021, where Winter 2020 comprises Quarter 4 2020 and Quarter 1 2021) Natural Gas

Defined Gas Year (e.g. Gas Year 2020 means the Gas Year commencing at 0500 hours on 1 October 2020 and ending at 0500 hours on 1 October 2021) Natural Gas

Defined Calendar Year (e.g. Calendar Year 2021 means the time period between 0500 hours on 1 January 2021 and 0500 hours on 1 January 2022) Natural Gas

Part 3

Gas Transmission Capacity for 'spot delivery' at the Moffat Interconnection Point

Bundled Capacity

Within-Day Capacity

Day Ahead Capacity

Saturday Capacity (when transacted within 2 Banking Days of delivery)

Sunday Capacity (when transacted within 2 Banking Days of delivery)

Weekend Ahead Capacity (when transacted within 2 Banking Days of delivery)

Monday Capacity (when transacted within 2 Banking Days of delivery)

Tuesday Capacity (when transacted within 2 Banking Days of delivery)

Wednesday Capacity (when transacted within 2 Banking Days of delivery)

Thursday Capacity (when transacted within 2 Banking Days of delivery)

Friday Capacity (when transacted within 2 Banking Days of delivery)

Part 4

Gas Transmission Capacity outside the 'spot window' at the Moffat Interconnection Point

Bundled Capacity

Saturday Capacity (when transacted outside 2 Banking Days of delivery)

Sunday Capacity (when transacted outside 2 Banking Days of delivery)

Weekend Ahead Capacity (when transacted outside 2 Banking Days of delivery)

Monday Capacity (when transacted outside 2 Banking Days of delivery)

Tuesday Capacity (when transacted outside 2 Banking Days of delivery)

Wednesday Capacity (when transacted outside 2 Banking Days of delivery)

Thursday Capacity (when transacted outside 2 Banking Days of delivery)

Friday Capacity (when transacted outside 2 Banking Days of delivery)

Weekdays no weekend (WK/DY NW) Capacity

Defined Weekend (WE) Capacity

Defined Weekdays (WKDYS) Capacity

Balance of Month (BOM) Capacity

Defined Month Capacity

Schedule 4 Form of Confirmation attached to IBP 2015 Trading Terms

CONFIRMATION

Short Term Standardised Products

| INSTRUCTIONS FOR USE | |
|----------------------|--|
| SELLER | <ol style="list-style-type: none"> 1. Complete the Seller's details, name of the Buyer, Supply Period, Daily Contract Price and any special conditions. 2. Sign the Confirmation. 3. Send the Confirmation to the Buyer by fax within 3 Banking Days of the transaction. |
| BUYER | <ol style="list-style-type: none"> 1. On receipt of a Confirmation, check the details. If correct, sign and return to the Seller by fax within 3 Banking Days of receipt of the Confirmation. Refer any inaccuracies to the Seller immediately. 2. IF YOU DO NOT SIGN AND RETURN THE CONFIRMATION WITHIN 3 BANKING DAYS OF RECEIPT, YOU WILL BE DEEMED TO ACCEPT ITS TERMS 3. If you do not receive a Confirmation within 3 Banking Days of the Transaction, complete the details and send the Seller the Confirmation. |

The SELLER and the BUYER named below hereby agree that this Confirmation confirms the details of an agreement to undertake IBP Trades in accordance with the Short Term Flat Trading Terms and Conditions for Natural Gas Trading at the Irish Balancing Point 2015 and the Code of Operations.

SELLER:.....

BUYER:.....

SUPPLY PERIOD:.....

DAILY QUANTITY:.....

LOCATIONAL TRADES:.....

ENTRY POINT/IP Entry Point:

Where the quantity delivered at the relevant Entry Point is to be reduced or increased as appropriate.

CONTRACT PRICE:.....

APPENDIX 1 TERMINATION PROVISIONS: By ticking this box the Parties agree that Clause 1 is supplemented by the definitions in Appendix 1 and that Clause 10 is deleted and replaced by the Clause 10 in Appendix 1.

SPECIAL CONDITIONS:.....

.....

Date and time of Transaction:

Signed
.....

Signed
.....

Duly Authorised Representative of the Seller

Duly Authorised Representative of the Buyer

Schedule 5 Form of Trade Confirmation

pursuant to a
Capacity Transfer Agreement
with an effective date of _____
between _____ (as Supplier) and _____ (as Customer)

Date and time of Capacity Transfer:

Type and Amount of Capacity Transferred:

Type of Capacity :
Amount : kWh per day
MHQ : N/A kWh per hour (where appropriate)
Contract Period : Start Date : Gas Day to End Date :

Capacity Fee payable by the Customer in respect of the Capacity :

€ per MWh per Day

This Trade Confirmation confirms the Capacity Transfer effected between the Parties pursuant to Clause 4 of the Capacity Transfer Agreement and supplements and forms part of the Capacity Transfer Agreement. In case of any inconsistency between this Trade Confirmation and the Capacity Transfer, please advise the Supplier/Customer immediately.

Signed

Signed

.....

.....

Authorised representative of the Supplier

Authorised representative of the Customer

Schedule 6 Modification Process

- (i) In the event the Transporter, or the Broker believes that the Trading Platform Terms and Conditions require to be amended to comply with the Balancing Regulation, the Code of Operations or to enable the services of the Trading Platform to meet the requirements of the Transporter, the Broker or any Regulations, such Party (unless the Broker) shall issue a Modification Notice to the Broker
- (ii) If any Trading Participant wishes to propose a modification to those Trading Platform Terms and Conditions the Trading Participant shall notify the Broker of its required modifications and the reason for it.
- (iii) With 15 Banking Days of the receipt of a Modification Notice from the Transporter or any Trading Participant, the Parties shall confer and attempt to reach agreement on the precise drafting of the proposed modification. The Broker shall notify all Trading Participants of proposed all modifications.
- (iv) The Broker shall consider all proposed modifications and:
 - a. When the modification is a modification submitted by the Transporter pursuant to (i) above or is otherwise required to secure compliance with any Regulation the modification shall be approved and the Broker shall notify and publish the amended Trading Platform Terms and Conditions in accordance with clause 15.3.
 - b. Subject to and following consultation with Trading Participants the Broker shall submit to the Transporter any modification which the Broker proposes to implement (together with such a report of any consultation regarding such modification) and where the Transporter approves any such modification the Broker may implement such modification and shall publish the amended Trading Platform Terms and Conditions in accordance with clause 15.3.
 - c. The Trading Platform Terms & Conditions cannot be altered or varied without the prior written consent of the Transporter (save to the extent that such terms and conditions apply solely to the provision of Title Trade(s), Locational and Temporal Trades and such other products or services as may under the Balancing Regulations be mandatory services to be provided on a Trading Platform).

Once the Transporter has delivered its written consent to a modification of the Trading Platform Terms & Conditions, the revised Trading Platform Terms and Conditions shall be published by the Broker and the revised Trading Terms & Conditions will apply to all Trading Participants which have signed a Trading Platform User Agreement with the Broker subsequent to the Effective Date.