

**Operating Guidelines**  
**for the**  
**Gas Storage Bergermeer Facility**

VERSION\_1.1

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These Operating Guidelines and other documents referred to herein form an integral part of the Agreement.

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Operating Guidelines capitalized terms shall have the meanings ascribed to them in the Agreement and shall be interpreted in line with Article 1 of the Agreement and as set forth below.

**“Agreement”**: is the Standard Storage Services Agreement for the Gas Storage Bergermeer Facility between GSB and the Customer;

**“Authorized Representative”**: is defined in Paragraph 3.4;

**“Automatic Audit Trail”**: is the facility forming part of CDIS as defined in Paragraph 6.2;

**“Contingency Procedures”**: is defined in Paragraph 8.2;

**“CDIS”**: is the customer data interface system, including the computer systems, software and messaging connection as modified from time to time in accordance with Paragraph 9, operated by or on behalf of GSB to support certain messaging with Storage Customers;

**“CDIS Manual”**: is the operational and technical instruction on the use of CDIS, including the description of the CDI Message formats issued by GSB, as revised from time to time;

**“CDIREQ”**: is a CDI Message containing requests for information on Customer capacities, Customer Gas-in-Storage, Customer Secondary Trades, Customer invoices, total capacities, total Gas-in-Storage maintenance or liquidated damages;

**“CDIRES”**: is a CDI Message containing GSB’s response on the latest issued and accepted CDIREQ message;

**“CDI Message”**: is an xml-message, automated e-mail or other message between Customer and CDIS, or any message from GSB made through CDIS to the Customer;

**“Reason Code”**: is the part of a REQUEST ACKNOW which details the reason for the confirmation or rejection of a REQUEST, as applicable;

**“REQUEST”**: is a CDI Message containing a request for injection and/or withdrawal by the Customer;

**“REQUEST ACKNOW”**: is a CDI Message containing GSB’s confirmation of receipt or rejection of a REQUEST which includes a Reason Code;

**“REQRES”**: is a CDI Message containing REQRES values, either sent in response to a REQUEST or as a result of a change in firm rights, a change in assignment of Interruptible Capacity, a Full Storage Day, a change in Gas-in-Storage, or another reason for a change in REQRES values, as the case may be;

**“REQRES value”**: is defined in Paragraph 9.9;

**“Secondary Trading”**: is the assignment by a Storage Customer to another Storage Customer of Registered Capacity or Gas-in-Storage through a Register Transfer, Notified Trade or Screen Trade, **“Secondary Trade”** shall be construed accordingly;

**“TRDACK”**: is a CDI Message containing GSB’s initial response to 1) TRDREQ message which is either accepted or rejected, or 2) a Screen Trade which is accepted;

**“TRDREQ”**: is a CDI Message containing 1) a request for a Secondary Trade or 2) a cancellation of a request for such Secondary Trade or 3) a cancellation of a confirmed trade for Notified Trades or Register Transfers;

“**TRDRES**”: is a CDI Message containing GSB’s response to 1) an accepted TRDREQ , where the status is either confirmed, expired, rejected or cancelled dependent on the contents of the TRDREQ, or 2) an accepted or rejected Screen Trade; and

“**Website**”: is the website [www.gasstoragebergermeer.com](http://www.gasstoragebergermeer.com).

- 1.2 In case the provisions of the Agreement and these Operating Guidelines contradict, the provisions of the Agreement shall prevail.

## 2. SCOPE

- 2.1 The Operating Guidelines apply:

- 2.1.1 to exchange of data between GSB and the Customer;

- 2.1.2 to the use of the TSS, which shall be operated through CDIS;

## 3. GENERAL REQUIREMENTS ON DATA EXCHANGE

- 3.1 The Customer and GSB shall adhere to the relevant parts of the Dutch Network Code and other procedures as issued and updated from time to time by the TSO in respect of the matters arranged in these Operating Guidelines.

- 3.2 The Customer and GSB shall act as reasonable, efficient and prudent operators in the European Gas market. This particularly applies to informing each other in a co-operative manner and, as soon as reasonably possible.

- 3.3 The Customer is aware that all Gas storage services under the Agreement are provided based on the principle of fair usage. Underlying these services is a technical facility with technical limitations. By way of example, certain combinations of Secondary Trading in Gas-in-Storage and Capacity to circumvent the technical restrictions (e.g. pressure factors) are not allowed. The setting up of any automatic repeat query process of an interval of less than five (5) minutes is not allowed and the Customer will not transmit significantly more data than other Customers with similar positions transmit on average.

- 3.3.1 In case of suspected violation of the fair usage principle, GSB will contact the Customer and discuss the issue; and

- 3.3.2 if such violation is established and continuing, GSB may suspend access to the TSS in accordance with Paragraph 8.

- 3.4 In case Customer persistently fails to nominate in line with the Request Response Procedure as set out in Paragraph 9, GSB shall contact Customer to discuss how to resolve the situation. If a satisfactory solution cannot be reached within a reasonable period, Customer and GSB may jointly decide that Customer shall temporarily cease to make use of (part of) the storage services.

- 3.5 The Customer shall designate one natural person that shall be responsible for access to and use of CDIS on behalf of the Customer (the “**Authorised Representative**”).

- 3.6 The Customer and GSB shall be contactable twenty-four (24) hours a day and every day of the year by telephone and/or any other agreed communication system, for validation of communications where it is reasonable to doubt its correct transmission or authenticity, in case of temporary restrictions of access and use of the service, and for reasonable support. Contact details will be notified in accordance with the applicable procedure set out in the CDIS Manual.

4. **DATA EXCHANGES**

4.1 Data may be exchanged on the initiative of the Customer:

4.1.1 via a CDI Message in the manner set forth below:

<b>CDI Message sent by Customer</b>	<b>CDI Message sent by GSB in reply</b>
REQUEST	REQUEST ACKNOW; or REQRES
CDIREQ	CDIRES
TRDREQ	TRDACK
	TRDRES

4.1.2 via Screen Trades in the manner set forth below:

<b>Screen Trade executed by Customer</b>	<b>Trade messages sent by ICE in reply</b>	<b>CDI Message sent by GSB in reply</b>
Screen Trade	TRDREQ	TRDACK
		TRDRES

4.2 Data may be exchanged on the initiative of GSB:

4.2.1 via a CDI Message. Such CDI Messages shall include but not be limited to: REQRES, Full Storage Notice, Maintenance Notices, Outage Notices, FM Notices, Invoices and CDI Messages sent in response to a CDI Message from a Customer.

4.2.2 on the Website. Data published on the Website shall include but not be limited to: Fees, physical inventory and near real time physical flow. Information shall be deemed to have been received upon publication upon the Website. For the avoidance of doubt, information regarding technical outages or any other capacity reductions may be published on the Website by GSB to comply with any Legal Requirement. These publications on the Website shall not be construed as a CDI Message, a Notice, an Outage Notice, Maintenance Notice or Force Majeure Notice. Neither GSB nor the Customer shall be entitled to invoke any rights under the Agreement as a result of such publications.

4.2.3 In addition to the above, GSB may at, its own discretion, provide additional data to the Customer through a Notice. In case of a discrepancy between a Notice or a CDI message, the latter shall prevail.

4.2.4 GSB may, in addition to the media and processes set out herein, provide access to non-confidential data through other media.

5. **USAGE OF CDIS**

5.1 It is the responsibility of the Customer, at its own expense, to ensure that it has and maintains and from time to time (as necessary) modifies, upgrades or replaces, the computer hardware and other equipment, software and telecommunication facilities, and all other facilities and resources, necessary to enable the Customer to access and use CDIS. The Customer acknowledges that the choice of equipment, software and communications connection it uses for accessing CDIS may affect the performance levels and ease of use of CDIS.

5.2 GSB shall operate CDIS with all reasonable skill and care as prudent operator. GSB does not warrant to the Customer that the operation of CDIS will be uninterrupted or error free.

5.3 A communication test will be performed by GSB to check whether Customer can exchange data in line with these Operating Guidelines. The result of such test can either be positive or negative. As long as this result is not positive, CDI messages will not be processed and Requests from Customer may be deemed to be zero. If Customer experiences technical problems whilst using CDIS, GSB will, at the Customer's request provide reasonable support to assist Customers in identifying the nature and cause of any problems experienced in using CDIS.

## **6. CDI MESSAGE, TIME STAMP OF MESSAGES AND AUTOMATIC AUDIT TRAIL**

6.1 A CDI Message given in accordance with these Operating Guidelines shall be treated as an effective and valid CDI Message and GSB and the Customer each confirm that it intends and agrees that CDI Messages shall have binding effect for the purposes of these Operating Guidelines.

6.2 GSB shall establish and maintain a facility forming part of CDIS which automatically records the sending or the receipt by GSB of a CDI Message and logs the date and time it is sent or received. Such electronic or computer records containing CDI Messages are readily accessible and are capable of being reproduced in a human readable form and of being printed (the "**Automatic Audit Trail**") within a reasonable period of time specified in the CDIS Manual.

6.3 CDI Messages from the Customer shall be deemed to be received by GSB at the time at which the message is logged as "received" by the Automatic Audit Trail, irrespective of whether or when issued by the Customer. CDI Messages shall be deemed to be sent by GSB and received by the Customer at the time at which it is logged as "sent" by the Automatic Audit Trail and irrespective whether the Customer has received the CDI Message.

6.4 Records made by the Automatic Audit Trail of the transmission or receipt of a CDI Message shall be prima facie evidence of the transmission or receipt of that CDI Message. In the event of a dispute regarding a CDI Message, GSB will, without undue delay following a request to do so, provide the Customer with a copy of the records of the Automatic Audit Trail in respect of that CDI Message, provided that GSB shall not be obliged to keep records for more than twenty-four months from the time of its creation.

6.5 Without prejudice to any contractual obligation binding on GSB, GSB makes no representation or warranty on the quality or continuous availability of CDIS in case of technical or other problems beyond GSB's reasonable control.

## **7. OPERATING SECURITY**

7.1 The Customer undertakes to implement and maintain all industry standard security procedures and measures, and those required in the CDIS Manual, to prevent unauthorised access to or use of CDIS and to protect CDI Messages against the risk of alteration, delay, disruption or loss.

7.2 If the Customer becomes aware of any unauthorised access to or use of CDIS, it shall promptly notify GSB and take such other steps as may be set out in the CDIS Manual.

7.3 If GSB becomes aware of any unauthorised access to or use of CDIS which may adversely affect the Customer, it shall promptly notify the Customer and take such reasonable steps to remedy such access or use as may be set out in the CDIS Manual.

7.4 If through CDIS the Customer obtains or receives unauthorised access to information concerning another user of CDIS, or receives a CDI Message sent to another user of CDIS, the Customer shall promptly inform GSB, delete information or CDI Message and make no further use thereof.

7.5 The Customer shall not access or use CDIS in any way which might significantly reduce or otherwise affect the performance of CDIS.

## **8. TEMPORARY RESTRICTION OF ACCESS AND USE OF CDIS**

8.1 If the Customer (including its Authorized Representative) does not comply with the requirements of these Operating Guidelines or the CDIS Manual in respect of access to or use of CDIS, GSB may take all reasonable actions to inhibit or disable access to CDIS by the Customer and/or Authorized Representative. GSB will restore the Customer's access to CDIS upon the Customer demonstrating to GSB's reasonable satisfaction that the non-compliance will not recur.

8.2 GSB and the Customer agree to adopt and implement the relevant contingency procedures for CDI Messages as set out in the CDIS Manual (the "**Contingency Procedures**") and to apply and follow the Contingency Procedures in case of circumstances affecting CDIS which impairs the ability of GSB or the Customer to give or receive a CDI Message.

8.3 GSB may, by Notice or following an appropriate announcement, suspend access to and use of CDIS, or a part thereof, for maintenance of CDIS, at a time and for a period which will not result in significant inconvenience to the CDIS users. If at any time subsequently it becomes apparent to GSB that suspension will continue for a period or at a time at which it will result in significant inconvenience to Customers, the Contingency Procedures will be initiated.

## **9. REQUEST RESPONSE PROCEDURE**

9.1 Before the Indicative Requests Close Time, the Customer will send a REQUEST which will be based on the Customers' expected use of the Gas storage services on Gas Flow Day D. Customer is aware that GSB will aggregate and publish on the Website or make available via CDIS the expected overall use of the GSB Facility to comply with Legal Requirements and to assign Interruptible Capacity.

9.2 Any Request shall be made before the Requests Close Time. GSB shall only process the hours in a REQUEST that follow the Requests Close Time applicable to the moment such REQUEST is received.

9.3 GSB will treat the absence of any REQUEST as a zero (0) request.

9.4 Each Request must specify:

9.4.1 the Gas Flow Day;

9.4.2 the Customer's identity;

9.4.3 its unique contract code as assigned by GSB; and

9.4.4 for each hour of the Gas Flow Day the Preliminary Quantities of Gas in kWh describing an Injection Request, Withdrawal Request or a zero Request. .

9.5 The Customer shall not make a Withdrawal Request if execution of such Request would cause the Customer's Gas-in-Storage to fall below zero (0).

9.6 Any Injection Request or Withdrawal Request that exceeds Firm Capacity shall be treated as a Request for Interruptible Capacity.

9.7 A REQUEST will be rejected if:

9.7.1 the Request is received before the Gas Flow Day D minus ninety (90) Days;

9.7.2 the Withdrawal Request exceeds the aggregate Registered Withdrawal Capacity of all Storage Customers;

- 9.7.3 the Injection Request exceeds the aggregate Registered Injection Capacity of all Storage Customers; or
- 9.7.4 the Request does not contain the information included in Paragraph 9.4.1-9.4.4 of these Operating Guidelines.
- 9.8 GSB highly recommends that the Customer monitors the Reason Codes in each REQUEST ACKNOW.
- 9.9 GSB shall provide Customer with the quantities allocated by GSB to Customer (the “**REQRES value**”) via a REQRES. A REQRES shall supersede any previously sent REQRES. The REQRES values shall be nominated to the TSO on TTF by both the Customer and GSB.
- 9.10 A REQRES containing the REQRES values shall be sent by GSB at the latest two Hours before the Hour for which the REQRES values have changed.
- 9.11 Both the Customer and GSB shall use best efforts to send an updated nomination to TTF containing the REQRES values as quickly as possible.
- 9.12 To cover potential within-day changes in REQRES values, such REQRES values must be nominated to TTF at the latest ninety (90) minutes before planned delivery. For the avoidance of doubt, this implies that both Customer and GSB may need to (re)nominate at TTF within thirty (30) minutes after a REQRES was sent. Therefore, GSB highly recommends that the Customer implements such IT-systems that automatically update nominations at TTF based on the latest REQRES values.
- 9.13 Should a mismatch exist between the quantities confirmed by the TSO and the REQRES values, both the Customer and GSB shall use best efforts to resolve the situation forthwith.
- 9.14 Should a mismatch exist between the quantities confirmed by the TSO and the nominations to TTF by either GSB or the Customer, both the Customer and GSB shall endeavour to correct nominations to be in line with the REQRES values.
- 10. TSS CONDITIONS OF USE**
- 10.1 Notified Trades, Register Transfers and Screen Trades can be made by the Customer in accordance with the SSSA and any rights it holds thereunder.
- 10.2 The CDIS Manual shall detail operational and technical instructions required for the use of the TSS through CDIS, including the description of the CDI Message formats for the notification of a Notified Trade, a Register Trade or a Screen Trade.
- 10.3 Screen Trades relating to the transfer of Gas-in-Storage or Registered Capacity can be made for products and under the terms published by ICE Endex. GSB shall be the principal party to all trades concluded on the secondary market.
- 10.4 Both a Notified Trade and a Register Transfer must be notified by the Storage Customers engaging in such Secondary Trading to GSB through corresponding CDI Messages received by GSB within thirty (30) minutes of each other. If one or both of such CDI Messages are received by GSB after 18:00 hrs. LET, both CDI Messages shall be deemed to have been received by GSB on the next Business Day.
- 10.5 Upon receipt of CDI Messages relating to a Notified Trade and Register Transfer, or a notification by ICE Endex relating to a Screen Trade, GSB will verify whether the criteria of article 8.8 of the SSSA to such Secondary Trading are met. If the Secondary Trade is accepted by GSB, GSB shall confirm the Secondary Trades to the Storage Customers, as applicable.



10.6 If a Secondary Trade is confirmed by GSB, GSB shall adjust the Registers instantaneously in accordance with such Secondary Trade and provide gas storage services to Storage Customers as applicable.

10.7 Storage Customers shall pay the Transfer Service Fee as published on the Website.

## **11. CHANGES TO CDIS AND/OR THE CDIS MANUAL**

11.1 GSB shall be entitled to modify CDIS and/or the CDIS Manual as it deems appropriate, subject to consultation with the Storage Customers as required under Article 21 of the Agreement. The Customer may propose changes to CDIS and/or the CDIS Manual, which GSB will duly consider.

11.2 If a change to CDIS will affect the way the Customer uses CDIS, then prior to implementation of that change GSB will notify the Customer giving not less than:

11.2.1 three (3) calendar months, where the change involves a change to any format of data in order to give the Customer an opportunity to consult with GSB; and

11.2.2 twenty-one (21) calendar days, for any other change.

11.3 The notice periods set out in Paragraph 11.2 shall not apply in respect of a change carried out in order to remedy a fault preventing the correct functioning of CDIS. GSB shall not be obliged to notify the Customer of a change to CDIS except to the extent and in the circumstances set out in this Paragraph 11.

## **12. TERMINATION**

12.1 On termination of the Agreement, the Customer shall ensure that its Authorized Representative, and others, if applicable, immediately discontinue access to and use of CDIS.

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