

EFET

European Federation of Energy Traders

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NBP APPENDIX

to the
EFET General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.0(a) /May 11, 2007
(the “NBP Appendix”)

NOTICE & WAIVER: THIS NBP APPENDIX WAS PREPARED BY EFET’S MEMBERS EXERCISING ALL REASONABLE CARE. HOWEVER EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY PARTICULAR CASE AND IN WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS NBP APPENDIX AND THE EFET GENERAL AGREEMENT TO ENSURE ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND BEST SERVE TO PROTECT THE USER’S LEGAL INTERESTS. USERS OF THIS NBP APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH EFET AS WELL AS THEIR OWN COUNSEL.

NBP Appendix

The provisions of the General Agreement are hereby amended and supplemented in accordance with the following:

Part I: General Terms

1. Subject of NBP Appendix

- 1.1 **Incorporation of NBP 15 Terms and Amendment of General Agreement for Individual NBP Contracts.** As provided in further detail hereafter, this NBP Appendix to the General Agreement (inclusive of this NBP Appendix's Annexes): (a) incorporates by specific references hereinafter certain terms and provisions of the Short Term Flat NBP Trading Terms & Conditions 2015 (the "**NBP 15 Terms**"); and (b) modifies, amends and supplements, to the extent set forth herein, certain provisions of the General Agreement (which pursuant to § 1.1 (*Subject of Agreement*) of the General Agreement, includes its Annexes, Appendices and Election Sheet) and, together with the General Agreement, shall, except and to the extent, if any, provided otherwise in this NBP Appendix in respect of Pre-Existing NBP Contracts, apply to and govern all Individual Contracts entered into by the Parties for and concerning the delivery and acceptance of Natural Gas at the NBP (each such Individual Contract an "**Individual NBP Contract**", and collectively, the "**Individual NBP Contracts**"). Any contrary prior election contained in respect of § 1.1 (*Subject of Agreement*) in the Election Sheet to the General Agreement is hereby amended accordingly.
- 1.2 **Applicability of this NBP Appendix.** As of the NBP Appendix Effective Date, any and all future Individual NBP Contracts shall be automatically subject to the General Agreement, as it is modified, supplemented and amended by this NBP Appendix, without further action by the Parties, unless the agreed upon terms of such Individual NBP Contract expressly provide that it shall not be subject to this NBP Appendix. For all other types of Individual Contracts, the General Agreement shall remain unchanged by this NBP Appendix.

2. Definitions and Construction

- 2.1 **Definitions.** Capitalised terms used in this NBP Appendix, or in Clauses of the NBP 15 Terms incorporated herein (or in other NBP 15 Terms Clauses referenced by those incorporated Clauses), and not otherwise defined herein or in the General Agreement shall have the meanings given to them, as applicable, in Clause 1.1 of the NBP 15 Terms and, if not defined therein, in the applicable rules of the Network Operator (as amended from time to time), and all such definitions are hereby incorporated by reference herein.

References to any particular article or provision of the applicable rules of the Network Operator shall be read as references to such article or provision as renumbered or re-referenced from time to time.

For the purposes of this NBP Appendix and all Individual NBP Contracts, the following terms, defined in the NBP 15 Terms, shall be read as synonymous with the following corresponding terms used in the General Agreement:

NBP 15 Terms Terminology	EFET Terminology
NBP Trade	Individual NBP Contract
Supply Period	Total Supply Period
Daily Quantity	Contract Quantity
Monthly Statement	invoice
Banking Day	Business Day
Payment Banking Day	Business Day
Gas	Natural Gas
SONIA	Interest Rate

Transaction	Individual NBP Contract
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For the purposes of this NBP Appendix, the following terms shall apply:

“**Index Cessation Effective Date**” means, in respect of an Index Cessation Event, the first date in respect of which SONIA, or (if an Applicable Fallback Rate is being used) such Applicable Fallback Rate, is no longer provided. If SONIA, or, as the case may be, such Applicable Fallback Rate, ceases to be provided on the same day that it is required to determine the rate for a Reset Date pursuant to the terms of the contract but it was provided at the time at which it is to be observed pursuant to the terms of the contract (or, if no such time is specified in the contract, at the time at which it is ordinarily published), then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published.

“**Index Cessation Event**” means, in respect of SONIA or, in the event an Applicable Fallback Rate is being used, such Applicable Fallback Rate:

- (a) a public statement or publication of information by or on behalf of the administrator of the index announcing that it has ceased or will cease to provide the index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the index; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the index, the central bank for the currency of the index, an insolvency official with jurisdiction over the administrator for the index, a resolution authority with jurisdiction over the administrator for the index or a court or an entity with similar insolvency or resolution authority over the administrator for the index, which states that the administrator of the index has ceased or will cease to provide the index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the index.

“**Reset Date**” means the date payment becomes overdue, and the same day of each month thereafter until the date on which the other party receives payment of the overdue amount and all interest that has accrued, provided that if a relevant month does not contain such number of days, the Reset Date for such month shall be the last day of such month.

“**SONIA**” means that the rate for a Reset Date will be SONIA (the Sterling Overnight Index Average) administered by the Bank of England (or any successor administrator) the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the Sterling daily overnight reference rate i.e. term adjusted SONIA) for a period of one month as most recently provided or published on the day that is two Business Days preceding that Reset Date, provided that if the Interest Rate would otherwise be less than zero, the Interest Rate shall be floored at zero and any margin applied thereto.

No Index Cessation Effective Date with respect to SONIA

If neither the administrator nor authorized distributors provide or publish SONIA and an Index Cessation Effective Date with respect to SONIA has not occurred, then, in respect of any day for which SONIA is required, references to SONIA will be deemed to be references to the last provided or published SONIA.

Index Cessation Effective Date with respect to SONIA

If an Index Cessation Effective Date occurs with respect to SONIA, then the rate for a Reset Date on or after the Index Cessation Effective Date will be such rate as replaces SONIA pursuant to the prevailing fallbacks mechanics ISDA (the International Swaps and Derivatives Association) or any successor to ISDA has in place (the “**Applicable Fallback Rate**”), as at the Index Cessation Effective Date, after the Calculation Agent has made such adjustments as are necessary to account for any difference in term structure or tenor of the Applicable Fallback Rate and all provisions in this section shall be read as though references to SONIA are instead references to the Applicable Fallback Rate.

- 2.2 **Inconsistencies.** In the event of any inconsistency between the General Agreement and this NBP Appendix, this NBP Appendix will prevail for purposes of all Individual NBP Contracts. In the event of any inconsistency between the terms of an Individual NBP Contract (whether evidenced in a Confirmation or otherwise) and the provisions of either this NBP Appendix or the General Agreement (as amended by this NBP Appendix), the terms of the Individual NBP Contract shall prevail for the purpose of that Individual NBP Contract.

- 2.3 **References to Time.** Notwithstanding a contrary specification in the Parties' Election Sheet, for purposes of complying with all Scheduling and similar requirements involving the NBP, references to time in the General Agreement shall be construed as referring to time then prevailing at the NBP, being GMT +0 hours in the winter period and GMT +1 hour during the summer period. For this purpose "winter period" and "summer period" shall have the meanings ascribed to them in the Eighth Directive (97/44/EC) and Directive 2000/84/EC and any succeeding EC Regulation on summer-time arrangements.
- 3. Confirmations**
- 3.1 **Form of Confirmation for Individual NBP Contracts.** For the purposes of Individual NBP Contracts, § 3.2 (*Confirmations*) of the General Agreement shall be amended by deleting the reference in the last line to: "Annex 2a-d", and replacing it with: "Annex 2 NBP (A) – 2 NBP (D)" which are attached to this NBP Appendix and shall be added to the General Agreement for use in Individual NBP Contracts.
- 3.2 **Alternate Confirmation Procedure.** If this § 3.2 is specified as applying in Part II of this NBP Appendix, for purposes of Individual NBP Contracts, the confirmation procedure set forth in Clauses 2.1 to 2.9 (excluding Clause 2.7) of the NBP 15 Terms shall replace the procedure set forth in § 3.2(*Confirmations*) and § 3.3 (*Objections to Confirmations*) of the General Agreement.
- 4. Primary Obligations for Individual NBP Contracts**
- 4.1 **Net Scheduling of Trade Nominations.** The definition of "Schedule" found in § 4.2 (*Definition of Schedule and Applicable Code*) of the General Agreement shall be amended by adding the following sentence at the end thereof:
- For the purposes of Individual NBP Contracts, a Party's obligations to "Schedule" shall include, without limitation, compliance with all the obligations and requirements contained in Clause 4.1 of the NBP 15 Terms, which provision is hereby incorporated herein.
- 4.2 **Breach of Scheduling Obligations.** In the event of a failure to make an Accurate Trade Nomination, Clause 4.1.4 of the NBP 15 Terms shall be used to determine the Party in breach of its Scheduling obligations for the purposes of § 8 (*Remedies for Failure to Deliver or Accept the Contract Quantity*) of the General Agreement.
- 5. Force Majeure**
- 5.1 **Definition of Force Majeure.** For the purposes of an Individual NBP Contract only, the definition of Force Majeure set forth in § 7.1 (*Definition of Force Majeure*) of the General Agreement is hereby replaced with the definition of Force Majeure set forth in Clause 1.1 of the NBP 15 Terms.
- 5.2 **Long Term Force Majeure Limit.** Unless this § 5.2 is specified as not applying in Part II of this NBP Appendix, the Parties hereby replace, with respect only to Individual NBP Contracts, the formula-based long term Force Majeure calculation methodology found in § 7.5 (*Long Term Force Majeure Limit*) of the General Agreement with the fixed, seven (7) Day duration methodology found in Clause 7.2 of the NBP 15 Terms; and further replace the General Agreement's immediate right of termination with termination effective only upon three (3) Banking Days' notice, as also provided in Clause 7.2 of the NBP 15 Terms.
- 6. Remedies for Failure to Deliver or Accept the Contract Quantity**
- 6.1 **Default under an Individual NBP Contract.** For purposes of determining the amount payable by one Party to the other in respect of a failure to deliver or accept the Contract Quantity under Individual NBP Contracts §§ 8.1 (*Underdelivery*), 8.2 (*Under Acceptance*), 8.3 (*Overdelivery*) and 8.4 (*Over Acceptance*) of the General Agreement shall be deleted in their entirety and replaced with Clauses 4.2 and 4.3 of the NBP

15 Terms as new §§ 8.1 (*Breach by the Seller*) and 8.2 (*Breach by the Buyer*), respectively.

6.2 **Invoicing and Payment of Amounts Due.** Amounts that are due as the result of breaches of Scheduling, acceptance and delivery obligations as calculated pursuant to § 8 (*Remedies for Failure to Deliver or Accept the Contract Quantity*) of the General Agreement (as amended by this NBP Appendix) shall be invoiced and paid in accordance with § 13 (*Invoicing and Payment*) of the General Agreement.

7. **Off-Spec Gas**

7.1 **Off-Spec Gas:** For the purposes of Individual NBP Contracts, the provisions of § 8a (*Off-Spec Gas*) of the General Agreement shall not apply in respect of any Individual NBP Contract and any Natural Gas delivered at the NBP under an Individual NBP Contract shall be deemed to comply with the operating conditions and quality requirements applicable at the NBP.

7.2 **Tolerance:** For the purposes of Individual NBP Contracts, the Tolerance shall be zero.

8. **Suspension of Delivery, Acceptance and Trade Nomination Obligations.**

If this § 8 is specified as applying in Part II of this NBP Appendix, for the purposes of Individual NBP Contracts, § 9 (*Suspension of Delivery, Acceptance and Trade Nomination Obligations*) of the General Agreement shall be amended by deletion of the words: “no earlier than three (3) Business Days after sending...” in the fifth and sixth lines of § 9, and the addition of the words: “upon receipt of...” in their place.

9. **Currency for Payments**

Unless otherwise agreed in respect of an Individual NBP Contract, the currency for payment for delivery of Natural Gas under all Individual NBP Contracts shall be pounds sterling and all invoices shall be issued and paid in pounds sterling.

10. **Limitation of Liability**

For the avoidance of doubt, the currently existing references: to § 8 (*Remedies for Failure to Deliver or Accept the Contract Quantity*) of the General Agreement contained within §§ 12.2 (*Exclusion of Liability*) and 12.3 (*Consequential Damage and Limitation of Liability*) of the General Agreement shall be construed for purposes of Individual NBP Contracts to also include references to amounts calculated or provided in, as applicable (given the Parties’ elections herein), Clauses 4.2, 4.3 of the NBP 15 Terms which have been incorporated by reference in this NBP Appendix.

11. **Miscellaneous**

11.1 **Entirety.** The terms of each Individual NBP Contract, as modified and supplemented by all consistent provisions of the Agreement (inclusive of this NBP Appendix) shall be the entire agreement between the Parties with respect to such Individual NBP Contract, and shall supersede and extinguish any provisions and representations previously given or agreed between the Parties with respect to such Individual NBP Contract, whether orally or in writing.

11.2 **Waiver.** No waiver by either Party of any breach by the other Party in respect of an Individual NBP Contract shall operate or be construed as a waiver of any other breach.

11.3 **Currency Conversion.** Subject to § 9 (*Currency for Payments*) of this NBP Appendix, if any amounts calculated, payable, quoted or incurred in respect of Individual NBP Contracts are in pounds sterling or another currency other than the Euro, the Party calculating, netting, setting off or otherwise working with such amount may, in good faith convert such amount into its Euro equivalent for such purposes using a conversion rate commercially reasonable at such time.

Part II:

ELECTIONS FOR CUSTOMISATION OF PROVISIONS IN THIS NBP APPENDIX:

§ 3

Concluding and Confirming Individual NBP Contracts

§ 3.2 **Alternate Confirmation Procedure:** § 3.2 shall apply

§ 5

Non-Performance of Individual NBP Contracts Due to Force Majeure

§ 5.2 **Long Term Force Majeure Limit:** Clause 7.2 of the NBP 15 Terms shall not apply in lieu of § 7.5 of the General Agreement.

§ 8

Suspension of Delivery, Acceptance and Trade Nomination Obligations

§ 8 **Suspension of Delivery, Acceptance and Trade Nomination Obligations:** § 8 shall apply

ADDITIONAL PROVISIONS / AMENDMENTS TO THE NBP APPENDIX

To be executed by Parties that checked and completed the box on the first page hereof:

IN WITNESS whereof this NBP Appendix has been duly executed by the duly authorised representative(s) of each Party on the respective dates set out below with effect from the NBP Appendix Effective Date.

[Name of Party]

[Name of Party]

By: _____
Name: _____
Title: _____
Date: _____

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ANNEX 2 NBP (B) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR NBP TRANSACTIONS (FLOATING PRICE)

BETWEEN:

SELLER:

(including Gemini Reference)

BUYER:.....

(including Gemini Reference) :.....

DAILY QUANTITY:

Delivery Point : NBP

Time Unit : one (1) Day

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Commodity Reference Price : []

Alternate Commodity Reference Price : []

Calculation Date : []

Calculation Agent : []

Calculation Method : []

Tolerance : 0

This Confirmation confirms the Individual NBP contract entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the NBP Appendix and supplements and forms part of that General Agreement including the NBP Appendix. In case of any inconsistencies between the terms of this Confirmation and the Individual NBP Contract, please contact us immediately.

Date : _____

Signature : _____

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ANNEX 2 NBP (C) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR NBP TRANSACTIONS (CALL OPTION)

BETWEEN:

(1) _____ (“Writer”); and (2) _____ (“Holder”).

(Gemini References) _____

concluded on [/ /], [:] hours

Option Details :

- (a) Option Type : Call
- (b) Option Style: American/European
- (c) Exercise Deadline : []
- (d) Exercise Period: (if American Style Option)
- (e) Premium : []
- (f) Premium Payment Date : []

Delivery Point : NBP

Contract Quantity : []

Time Unit : one (1) Day

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Contract Price : []

Tolerance : 0

This Confirmation confirms the NBP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the NBP Appendix and supplements and forms part of that General Agreement including the NBP Appendix. In case of any inconsistencies between the terms of this Confirmation and the NBP Transaction, please contact us immediately.

Date : _____ Signature : _____

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ANNEX 2 NBP (D) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR NBP TRANSACTIONS (PUT OPTION)

BETWEEN:

(1) _____ (“Writer”); and (2) _____ (“Holder”).

(Gemini References) _____

concluded on [/ /], [:] hours

Option Details :

- (a) Option Type : Put
- (b) Option Style: American/European
- (c) Exercise Deadline : []
- (d) Exercise Period: (if American Style Option)
- (e) Premium : []
- (f) Premium Payment Date : []

Delivery Point : NBP

Contract Quantity : []

Time Unit : one (1) Day

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Contract Price : []

Tolerance : 0

This Confirmation confirms the NBP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) including the NBP Appendix and supplements and forms part of that General Agreement including the NBP Appendix. In case of any inconsistencies between the terms of this Confirmation and the NBP Transaction, please contact us immediately.

Date : _____ Signature : _____