

NORD POOL

NORD POOL GAS AS

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APPENDIX 1

NPGAS Regulations

NPGAS REGULATIONS

1. GENERAL MATTERS

1.1 Introduction

- 1.1.1 These NPGAS Regulations are part of the Rulebook, containing detailed provisions on listing and Trading in NPGAS.

1.2 The Market Counsel

- 1.2.1 A Market Counsel may be elected among Traders and representatives of NPG to handle issues relating to the development of the NPGAS Market and advise NPG in the issues being handled, and to develop the Rulebook.
- 1.2.2 NPG shall prepare the matters to be handled by the Market Counsel and convene meetings as well as be responsible for informing the Participants of important matters handled by the Market Counsel.

1.3 Trading Hours

- 1.3.1 Trading hours are specified by NPG and published on www.npgas.com

1.4 Availability

- 1.4.1 A Trader having submitted a Bid shall be available at all times for the duration of the Bid either electronically or by telephone.
- 1.4.2 If a Participant has concluded a Transaction, the Trader or an identified substitute shall be available on the same Trading Day for half (1/2) an hour after the Transaction is completed either electronically or by telephone.

1.5 Market information

- 1.5.1 NPG shall continuously submit market information to all Participants at NPG.
- 1.5.2 The market information shall include information on prices and volumes of Bids and Transactions, the ranking of Bids, the time at which a Transaction was concluded and any cancellations or amendments of Transactions.
- 1.5.3 Market information is submitted through the ETS.
- 1.5.4 NPG shall not disclose the identity of the Party to a Bid or Transaction.
- 1.5.5 The Participant may not give any other persons or Parties access to the market information without permission of NPG.

1.6 Traders and user codes

- 1.6.1 A Participant shall appoint minimum one Trader to be responsible for the Trading and Clearing activities of that Participant.
- 1.6.2 The Trader shall be approved by NPG following a procedure specified by NPG. The Participant must sign a standard "Trader Access" which is concluded in Appendix 10.
- 1.6.3 The participant is responsible for any trades and other activities in the ETS which involves the use of the Participants licenses or passwords.
- 1.6.4 The participant is responsible for undertaking any necessary steps in order to prevent former traders and other unauthorized persons from gaining access to the ETS.
- 1.6.5 The Participant is obliged to notify NPG as soon as possible if there is any changes to the "Trader access" standard formerly signed by the Participant. The notification of change is made by sending a new signed "Trader access" standard included in Appendix 10. The change in Trader access is not fully implemented until a new password is issued by NPG.

2. GENERAL RULES ON BIDS

2.1 Bids may only be of the types "Fill" or "All or Nothing".

- 2.1.1 With respect to a Fill Bid, matching may be effected either for the full volume or a part of the volume. Any remaining volume shall remain valid with the ranking of the original Bid until the Trader cancels his bid or until trading in the particular product closes.
- 2.1.2 With respect to an All or Nothing Bid, matching may only be effected for the full volume.

2.2 A Bid shall specify:

- 2.2.1 The Contract
- 2.2.2 The Trading Price
- 2.2.3 The Volume
- 2.2.4 Other possible conditions attached to the Bid such as expiry.

2.3 A Bid is binding and effective once registered in ETS.

2.3.1 A Bid submitted by a Participant into the ETS is binding and effective to the Participant once registered in the ETS unless the Bid is withheld from the market (Withheld Bid).

2.4 A Bid shall only be valid until it is cancelled or amended as specified in Chapter 4, or it is expired as specified in the Bid.

2.4.1 A Bid shall be valid until it is cancelled or amended as specified in chapter 4, or it is expired as specified in the Bid

2.5 Bids are ranked as follows:

2.5.1 The Bid with the better price is first ranked.

2.5.2 Bids at the same price are ranked based on which Bid were first registered in the ETS.

3. PRODUCT SPECIFICATIONS

3.1 Trade lot

3.1.1 The Contracts at NPGAS concerns Transactions for the sale and purchase of gas at the net Trading Price, where the trade lot is a minimum of 1 MW of gas.

3.1.2 The Open Balance in the Contracts shall be delivered at NPTF where the Participant is registered, under the rules for balance settlements of the Transmission System Operator.

3.1.3 If parts of the Open Balance in the Contracts are to be delivered at Gaspool, where the participant is registered, the rules for balance settlements of the Transmission System Operator shall be followed.

3.2 Listing schedule

3.2.1 The NPGAS Market provides continuous gas trading covering individual delivery for the traded Contracts.

3.2.2 Series of delivery days are listed and opened for Trading three days before the delivery day. In holiday periods NPG may choose to extend the open delivery days which will be announced on www.npgas.com.

3.2.3 Series of delivery day are listed as following:

Example day contracts: TUE 29/11/09

TUE = Day contract (Tuesday);

29 = Delivery day;

11 = Calender Month;

09 = 2009;

3.2.4 Series of delivery SWAP day are listed as following:

Example SWAP day Contracts: TUE 29/11/09

TUE = Day Contract (Tuesday);

29 = Delivery day;

11 = Calendar Month;

09 = 2009;

- 3.2.5 Series of Balance of the Month contracts are listed and open for trading throughout the existing month. In holiday periods NPG may choose to extend the open delivery days which will be announced on www.npgas.com.

Example of BoM contract: BOM Thu 20/08/09

BOM Thu = Balance of the month Thursday;

20 = From the 20th and rest of the month;

08 = Calendar month;

09 = 2009;

- 3.2.6 Series of month contracts are listed and open for trading one (1) month throughout the preceding calendar month. In holiday periods NPG may choose to extend the open delivery days which will be announced on www.npgas.com.

- 3.2.7 Series of month Contracts are listed as following:

Example month Contract: JAN-09

Jan = January, delivery period from 1 January – 31 January

09 = 2009

3.3 Final trading time

- 3.3.1 Trading in Contracts is closed at 13:00 the day before the beginning of the delivery period.

3.4 Quoting

- 3.4.1 The Trading Price is given as a quote describing the price per MWh. For example a quote of 22.40 means that the Trading Price is EUR 22.40 per MWh.

- 3.4.2 The order Volume denotes the volume to be bought or sold in MWh. One (1) MW bought or sold will result in a twenty-four (24) hours multiplied with one (1) MW equal to a twenty-four (24) MWh transaction.

- 3.4.3 When quoting a Bid on the Swap product the Participant acknowledges that he is buying a specific quantity of natural gas at NPTF and sells the exact same amount in the Gaspool area.

- 3.4.4 When quoting an Ask on the Swapi product the Participant acknowledges that he is selling a specific quantity of natural gas at NPTF and buys the exact same amount in the Gaspool area.

3.5 Tick size

3.5.1 The Tick Size is 0.01 (representing Euro)

4. THE ELECTRONIC TRADING SYSTEM (ETS)

4.1 Registration of Bids

4.1.1 Participants may register Bids in the ETS, where Bids are ranked.

4.1.2 NPG may instruct Participants to remove Bids that NPG deems to be contrary to market prices or good market practice. If the Participant does not remove the Bid within five (5) minutes, NPG may remove the Bid. When assessing the market price, NPG shall take into account the price level of transactions concluded on other relevant markets, the size of the Transaction and the factors in Clause 4.3.4 NPG shall charge a fee of EUR 200 for each Bid removed.

4.2 Matching

4.2.1 Transactions are matched automatically when concurring Bids are registered.

4.2.2 Amendments and cancellations of a Bid become effective when registered in ETS provided that the Bid has not been matched by then.

4.2.3 Matched Transactions are automatically registered in ETS.

4.3 Trading Errors

4.3.1 Participants must, in respect of Trading Errors, object to NPG as soon as possible and at latest five (5) minutes after a transaction has been concluded. In event of late complaint, the matched transactions will be maintained without any changes and the Participant will be legally bounded by the registered transactions.

4.3.2 NPG will pass on timely complaints on an anonymous basis to the other affected Participant for them to evaluate the complaint. In the event that the affected Participant consents to a cancellation or change, NPG shall register the cancellation or change in the ETS.

4.3.3 In the event that the affected Participant does not consent the matched transaction it remains valid and unchanged.

4.3.4 NPG may cancel a Transaction if one or both of the Participants acted contrary to trading restrictions under applicable law, or there are severe technical problems considering relevant transmission capacity, or the Transaction price is outside the Market Spread as defined below and cancellation is provided for below in Clause 4.3.5 following.

4.3.5 The Market Spread shall be determined by NPG based on the Bid levels prevailing at and before the conclusion of a Transaction,

volatility, the largest spread (difference between a purchase and a sales price) allowed for Market Makers as well as the price in Transactions concluded prior to the Transaction. NPG may also request the Market Makers or others for quotes. An average price shall be calculated from bid quotes complying with the spread obligations. The Market Spread is the average price \pm 30 %.

- 4.3.6 If a Transaction was concluded outside the Market Spread, the Transaction shall be cancelled, unless the other party to the Transaction is a Market Maker objecting thereto and he acted in compliance with his Market Maker Agreement for the relevant Contracts Series.
- 4.3.7 A Market Maker may not object to any Transaction concluded outside the Market Spread if not meeting his obligation under the Market Maker Agreement for the relevant Contracts.
- 4.3.8 Cancellation at the initiative of NPG shall take place within fifteen (15) minutes from the conclusion of the Transaction. Cancellation at the request of a Participant shall take place within trading hours for the Contract in the Transaction first coming into delivery. Cancellation shall be notified to the Participants involved within these time limits.
- 4.3.9 NPG may charge cancellation fees. The fee for a Transaction cancelled at the initiative of a Party, which shall be collected from the Party requesting the cancellation, shall be EUR 200/Transaction. The fee for a Transaction cancelled at the initiative of NPG shall be EUR 100/Party to the Transaction.

5. NPG'S NOMINATION FOR THE NPTF AND GASPOOL

5.1 NPG and GASPOOL Nominations

- 5.1.1 Upon closure of trading and no later than 14.00 on the day before the physical delivery at NPTF or Gaspool NPG shall submit a nomination report to the Transmission System Operator of the respective areas specifying the Delivery Amount of Natural Gas for each Participant.
- 5.1.2 The Nord Pool Gas nominations are based on the recorded trades in the ETS. Nord Pool Gas nominations are always considered as the correct nominations.
- 5.1.3 The Delivery Amount that NPG nominates in NPTF and Gaspool the Participants are required to deliver or receive in the respective areas.
- 5.1.4 A Participant taking part in a swap product trade, is obliged to nominate the exact Delivery amount as traded in the ETS to the Gaspool area.
- 5.1.5 The Participant must nominate to Gaspool no later than 14:00 for the following gas delivery day.
- 5.1.6 Once the Delivery Amount as traded in the ETS is nominated to the Gaspool area, no re-nominations against NPG are allowed.
- 5.1.7 If the Participant under other circumstances re-nominates in the Gaspool area and therefore causes an imbalance for NPG, the Participant will be charged all of the costs that can be directly documented (towards NPG) plus a fee of EUR 2.500,00.

6. ACCESSIBILITY

- 6.1.1 To have access to trading the Swap, the Participant must have a Balance Group Manager Code in Gaspool. NPG must receive that Balance Group Manager Code before trading can take place.
- 6.1.2 To gain access to trading the Swap please fill out the standard "Accessibility" included in Appendix 9 and send a signed copy to Nord Pool Gas.

7. SUSPENSION OF TRADING

- 7.1** NPG may suspend Trading in the NPGAS Market if NPG deems this necessary, including if there are technical errors in ETS or disturbances in the gas transmission system.
- 7.2** NPG shall to the extent possible inform Participants of suspensions.
- 7.3** When a suspension of trading occurs all Bids in the ETS are considered cancelled and will be removed before the ETS is reopened. Traders must place all their Bids once again when the ETS reopens.

8. GAS-SHORTAGE SITUATIONS

8.1 National disturbance situations in the gas system

- 8.1.1 NPG may in a national gas shortage situation or in a situation affecting the gas deliveries as defined by the relevant TSO, suspend Trading and/or cancel one or several Bids or Transactions.
- 8.1.2 NPG shall immediately after the receipt of information of the disturbance by the TSO notify the Participants of the estimated duration, by electronic notice in ETS or by telephone.
- 8.1.3 In case of an emergency situation in Denmark as defined in Rules for Gastransport, all trading will be closed at NPG. In case of a force majeure situation in Germany, swap products close at NPG.

8.2 Disturbance situations involving a single party

- 8.2.1 Disturbance situations in the gas system involving single parties shall not have an effect on fixed gas delivery obligations or Transactions concluded on NPG. The Party shall, despite a disturbance situation, fulfill its obligations towards NPG. The consequences of a disturbance situation shall remain to be cleared between the Party and possibly the originator of the disturbance.
- 8.2.2 Trading on NPG shall be kept open even if there are disturbance factors in the gas system affecting the transfer or consumption by a single party.

Settlement Regulations

SETTLEMENT REGULATIONS

1. INTRODUCTION

1.1 This appendix has been issued by NPG under the Rulebook with further provisions on Settlement and posting of Collateral

2. SETTLEMENT

2.1 Gas Delivery

- 2.1.1 All Transactions are to be settled as fixed physical gas delivery.
- 2.1.2 The Participants are under an obligation to deliver or off-take the Delivery Amounts as traded by the Participants in the ETS. Non-delivery or non-off-take is to be settled with the Balance Responsible Party or Transmission System Operator in accordance with the applicable rules of that Balance Responsible Party or Transmission System Operator, and with no liability for NPG.

2.2 Cash Settlement

- 2.2.1 Cash Settlement for Transactions is to be made between NPG, the Participant and the Clearing Customer in accordance with the following procedures:
- 2.2.2 Day contracts, Swap-contracts and Balance of the Month contracts are invoiced once a week (Invoice Day) on the first bank day of the week.
- 2.2.3 Month contracts are invoiced once a month (Invoice Day) on the last Banking Day of the month before the beginning of the delivery period.
- 2.2.4 On each Invoice Day, NPG will send invoices or credit notes to Participants and Clearing Customers having carried out Trading during the Trading period in question.
- 2.2.5 The invoice and credit note respectively will indicate the net amount to be paid or received by the Participant or Clearing Customer for Transactions effected since the latest Invoice Day. The Participants will also be charged for the volume dependent fees. The invoices and the credit notes shall be issued in the same currency as the Bidding.
- 2.2.6 Cash Settlement will be based on the Transactions recorded with NPG only, and will not reflect non-delivery or non-off-take.
- 2.2.7 The invoice for day contracts falls due the first banking day following the invoice day. The amount due shall be available on the Participant's or the Clearing Customer's Cash Account within 11:00 am on the date of payment with value date similar to the due date.
- 2.2.8 Amounts provided in the credit note for day contracts shall be deposited on the Participant's and the Clearing Customer's Cash Account with value date, at the latest, on the third Banking Day following the invoice day.

- 2.2.9 The invoice for swap contracts falls due the first banking day following the invoice day. The amount due shall be available on the Participant's or the Clearing Customer's Cash Account within 11:00 am on the date of payment with value date similar to the due date.
- 2.2.10 Amounts provided in the credit note for swap contracts shall be deposited on the Participant's and the Clearing Customer's Cash Account with value date, at the latest, on the third Banking Day following the invoice day.
- 2.2.11 The invoice for balance of the month contracts falls due the first banking day following the invoice day. The amount due shall be available on the Participant's or the Clearing Customer's Cash Account within 11:00 am on the date of payment with value date similar to the due date.
- 2.2.12 Amounts provided in the credit note concerning balance of the month contracts shall be deposited on the Participant's or the Clearing Customer's Cash Account with value date, at the latest, on the first banking day after the delivery period.
- 2.2.13 The invoice for month contracts falls due to the first Banking Day after the Invoice Day. The amount due shall be available on the Participant's or the Clearing Customer's Cash Account within 11:00 am on the date of payment with value date similar to the due date.
- 2.2.14 Amounts provided in the credit note concerning month Contracts shall be deposited on the Participant's or the Clearing Customer's Cash Account with value date, at the latest, on the first banking day after the delivery period
- 2.2.15 No payments regarding trades at NPG are to be made manually by Participants. If one Participant should encounter that payment to or from NPG has not been made, the Participant must contact NPG in order to correct any mistakes.
- 2.2.16 In the event of overdue payment, the Parties may claim default interest. The default interest shall be calculated from and including the due date to and including the day on which payment is received, at an annual interest rate corresponding to the fixed official discount rate at any given time with an addition of 5 percentage points.

3. COLLATERAL

- 3.1** Participants and Clearing Customers must post Collateral pursuant to the Collateral Call before Trading may commence.
- 3.2** Collateral Calls are stipulated by NPG each Trading Day as the total purchase price for each Participant's and Clearing Customer's net gas purchase in Trading during a period of days decided by NPG, including Value Added Tax (VAT). The period can be changed with two days notice in written, and will be published on NPG's homepage.
- 3.3** NPG shall stipulate the Collateral Calls for new Participants and Clearing Customers, based on, inter alia, anticipated future net purchase.
- 3.4** If a Participant or a Clearing Customer changes from net sale to net purchase, the Collateral Call is stipulated as net purchase price on the first day multiplied with a

number of days, as set out by NPG in Section 3.2. If the Participant continues as a net purchaser, the Collateral Call shall be adjusted daily during the number of days set out by NPG in Section 3.2 and thereafter stipulated on ordinary terms. If the Participant returns to a net sale position, the Collateral Call shall be reduced daily until the minimum amount in Section 3.8 is re-obtained.

- 3.5** If a Participant enters into a Transaction of Month Contract or Balance of Month as the seller he must post a Collateral corresponding to fifty (50) percent of the market value covering the delivery period due to the delivery obligation of NPG in a default situation.
- 3.6** The Collateral that is posted for the month or Balance of Month contract by the seller will be reduced to the remaining market value of the daily volume that is to be delivered in the NPTF.
- 3.7** A Participant can only trade an amount corresponding to 75% of the Collateral posted towards NPG
- 3.8** The Collateral Call shall for each Participant and each Clearing Customer, in any case minimum Euro 12,500.
- 3.9** NPG may adjust upward the Collateral Call if the Participant's or the Clearing Customer's Trading increases, or if special circumstances so require, such as e.g. large variations in the Markets.
- 3.10** NPG and each Participant and Clearing Customer may agree to limit the trade volume, which implies that NPG may refuse Trading beyond the agreed limit.
- 3.11** NPG may, in circumstances mentioned in Article 3.9, suspend the Participant or the Clearing Customer from further Trading, or require a reduction in the net Trading volume until Collateral is posted for the increased Collateral Call. NPG may also refuse to approve Biddings of purchase if the purchase price exceeds the available Collateral (taking into account previous non-settled purchases).
- 3.12** The Participant and the Clearing Customer shall be notified of any new Collateral Calls within 09:00 am each Trading Day. As for the Clearing Customer, the notification shall be given both to the Trading and Clearing Representative and the Clearing Customer. Collateral for the increased Collateral Call must be in place within 11:00 am on this Trading Day.

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Appendix 3

Participant requirements

Participant requirements

1. INTRODUCTION

1.1 This appendix has been issued by NPG under the rulebook. The provisions herein apply to the Participants in the NPGAS Market

2. REPRESENTATIONS BY THE PARTICIPANT

2.1 The Participant represents that:

2.1.1 The Participant is properly staffed and well organized and its personnel have the necessary competence and knowledge for Trading and Clearing in the Markets. The Participant is aware of the characteristics of the Contracts traded in the Markets and cleared by NPG and the risks related thereto.

2.1.2 The Participant has all requisite power and authority and legal right to enter into the Participant Agreements with NPG under its articles of association, by laws or any other document and to effect Trading and Clearing in accordance with the Rulebook.

2.1.3 The Participant has taken all necessary actions to authorize the execution, delivery and performance of the Participant Agreements, implying that the Rulebook and each Contracts and Clearing Transaction entered into in accordance with the Rulebook constitute a legal, valid and binding obligation, enforceable against the Participant in accordance with their terms. The signing and delivery of the Participant Agreements and the compliance with the Rulebook does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Participant.

2.1.4 The Participant holds any public licenses needed to conduct its affairs under the Rulebook, and there are no further licenses or filings with or other acts by or in respect of any regulatory body or any other governmental authority or court that are required to be obtained, made or done by the Participant in connection with the Trading and Clearing, nor is it necessary in order to ensure the validity or enforceability, that the Rulebook or any agreement or Clearing Transaction is filed, registered or recorded in any public office.

2.1.5 Before each delivery day, NPG confirms to the Transmission System Operator of the area in question the net deliveries based on the Participant's position. The Participant may however also need to deliver other confirmations to its open deliverer or balance accountant.

2.2 The Participant acknowledges that it is under a duty to notify NPG in case of any breach of representations, as further provided for in the Rulebook.

2.3 The Participant is, when carrying out Trading or when entering into a Clearing Transaction that is subject to Clearing with NPG, deemed to repeat the representations specified above as well as any further representations specified as such in the Rulebook.

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APPENDIX 4

Clearing Customer Requirements

Clearing Customer requirements

1. INTRODUCTION

1.1 This appendix has been issued by NPG under the rulebook. The provisions herein apply to the Participants in the NPGAS Market

2. REPRESENTATIONS BY THE CLEARING CUSTOMER

2.1 The Clearing Customer represents that:

2.1.1 The Clearing Customer is properly staffed and well organized and its personnel and/or advisors or portfolio managers have the necessary competence and knowledge.

2.1.2 The Clearing Customer has all requisite power and authority and legal right to enter into the Clearing Customer Agreement under its articles of association, by laws or any other document, and to enter into Clearing Transactions in accordance with the Rulebook and perform its obligations in respect of Clearing.

2.1.3 The Clearing Customer has taken all necessary actions to authorize the signing and delivery of the Clearing Customer Agreement, implying that the Rulebook and each Clearing Transaction with NPG entered into in accordance with the Rulebook constitute a legal, valid and binding obligation, enforceable against the Clearing Customer in accordance with their terms. The signing and delivery of the Clearing Customer Agreement and the compliance with the Rulebook does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Clearing Customer.

2.1.4 The Clearing Customer holds any public licenses needed to conduct its affairs under the Rulebook, and there are no further licenses or filings with or other acts by or in respect of any regulatory body or any other governmental authority or court that are required to be obtained, made or done by the Clearing Customer in connection with the Trading and Clearing, nor is it necessary in order to ensure the validity or enforceability, that any agreement or Clearing Transaction is filed, registered or recorded in any public office.

2.1.5 Before each delivery day, NPG confirms to the Transmission System Operator of the area in question the net deliveries based on the Clearing Customer's position. The Clearing Customer may however also need to deliver other confirmations to its open deliverer or balance accountant.

2.2 The Clearing Customer acknowledges that it is under a duty to notify NPG in case of any breach of these representations, as further provided for in the Rulebook.

2.3 The Clearing Customer is, when entering into any Transaction that is subject to Clearing with NPG, deemed to repeat the representations specified above as well as any further representations specified as such in the Rulebook.

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Appendix 5

Market Conduct Rules

MARKET CONDUCT RULES

1. INTRODUCTION

- 1.1** This appendix has been issued by NPG under the Rulebook. The provisions herein apply to Participants and Clearing Customers in the NPGAS Market.

2. DISCLOSURE REQUIREMENTS

- 2.1** Participants and Clearing Customers shall immediately disclose to NPG the information specified in Enclosure 1 ("Disclosure Rules and Definition of Inside Information").
- 2.2** The disclosure shall be carried out by the Participants and Clearing Customers filing with NPG by password protected internet access unless otherwise agreed.

3. PROHIBITION ON INSIDER TRADING AND DUTY OF CONFIDENTIALITY

- 3.1** Participants and Clearing Customers may not place Bids in the NPGAS Market when holding Inside Information as defined in Enclosure 1 ("Disclosure Rules and Definition of Inside Information").
- 3.2** Section 3.1 shall not prohibit a Participant or a Clearing Customer from carrying out Bidding when not affected by the Inside Information.
- 3.3** Section 3.1 shall not prohibit a Participant or a Clearing Customer from carrying out Trading where the trading operations are separated from the departments where persons employed hold price relevant information. The Participant or Client must document to NPG that the member has physical or other adequate information barriers ("Chinese Walls") between these departments.
- 3.4** Section 3.1 shall not prohibit a Trading and Clearing Representative from Trading on behalf of the Clearing Customer when the Clearing Customer, as far as the Trading and Clearing Representative knows, does not hold Inside Information. This exemption does not apply to active portfolio management or other investment decisions by the Trading and Clearing Representative, and the Trading and Clearing Representatives may not give advice about a Transaction when holding Inside Information.
- 3.5** A Participant and a Clearing Customer and its board of directors or employees are subject to a duty of confidentiality in respect of Inside Information, and may not disclose any Inside Information to persons or entities whom such information does not concern, prior to the information being distributed by NPG pursuant to the above. Such entities and persons may not advise anyone in respect of trading when holding Inside Information.

4. MARKET MANIPULATION

- 4.1** Participants and Clearing Customers shall not engage in Market Manipulation as defined in Enclosure 2 ("Definition of Market Manipulation").

5. GOOD BUSINESS CONDUCT

- 5.1** Participants and Clearing Customers must not apply unreasonable business methods when carrying out Trading, but always seek to act in accordance with good business conduct cf. appendix 6.

6. DUTY TO PROVIDE INFORMATION UPON REQUEST

- 6.1** Participants and Clearing Customers and their board of directors and employees are, upon written request by NPG under an obligation to as soon as possible provide NPG with all information NPG considers relevant in respect of its role in surveillance of the Market Conduct Rules and other applicable laws and regulations.
- 6.2** The duty to provide information under Section 6.1 applies regardless of any confidentiality undertakings and other duties of silence the Participant or Clearing Customer may be placed under.
- 6.3** Information received by the NPG following a request upon Participants and Clearing Customers may only be utilized for the purpose of surveillance of the Market Conduct Rules and other applicable laws and regulations, investigation of possible breaches of such rules and sanctioning of such breaches.
- 6.4** Employees at NPG are, subject to a duty to ensure that no other party gain access to or knowledge of matters relating to the business or personal affairs of third parties as they become aware of through their employment or appointment, save to the extent required by supervisors or otherwise required or allowed by law.
- 6.5** NPG may impose a daily charge on an entity or person that does not comply with Section 6.1, running until the entity or person provides the information.
- 6.6** NPG is not permitted to inform the public that NPG has initiated investigation of named Participants or Clearing Customers, unless special reasons so warrants and only after a pre-warning to the entity subject to investigation. Such information shall be in a neutral manner. NPG may also disclose the results of such investigations.

7. BREACH OF MARKET CONDUCT RULES – DISCIPLINARY SANCTIONS

- 7.1** In the event that a Participant or a Clearing Customer is in breach of the rules above, NPG may decide on one or more of the following actions against this party:
 - 7.1.1 Issue an oral warning,
 - 7.1.2 Issue a warning in writing,
 - 7.1.3 In the event of material breach, impose a Violation Charge on the Participant or the Clearing Customer of up to EUR 100,000. Such charge shall be decided taking into account the materiality of the breach, whether the breach has been intentional or whether the Participant or the Clearing Customers or its board of directors or employees may otherwise be blamed as well as other relevant circumstances.
- 7.2** In the event that a Trader is responsible for a breach of the rules above, NPG may decide on one or more of the following actions against this person:
 - 7.2.1 Issue an oral warning,
 - 7.2.2 Issue a warning in writing,
 - 7.2.3 Withdraw the approval of the Trader

8. PROCEDURES FOR DISCIPLINARY SANCTIONS

8.1 NPG surveillance

- 8.1.1 If NPG suspects a breach of the Market Conduct Rules and its investigation supports this suspicion, then NPG may recommend disciplinary sanctions against a Participant or a Clearing Customer and/or Trader, as further provided for in the Market Conduct Rules.
- 8.1.2 Any recommendation for disciplinary sanctions shall be in writing and be filed with the NPG Board, with copies to the relevant Participant or Clearing Customer or Trader. A Participant or Clearing Customer shall always be copied in on filings related to his Trader.
- 8.1.3 Irrespective of the above, NPG may issue oral warnings to a Participant or a Clearing Customer and/or Trader without filing with the NPG Board.

8.2 The Board's decision

- 8.2.1 The Board shall in its full discretion decide if and what disciplinary sanctions that shall be applied against the Participant or Clearing Customer and/or Trader.
- 8.2.2 The Board's decision shall be notified to the relevant Participant, Clearing Customer and/or Trader.

ENCLOSURE 1

DISCLOSURE RULES AND DEFINITION OF INSIDE INFORMATION

9. DISCLOSURE REQUIREMENTS

- 9.1** A Participant or a Clearing Customer shall immediately disclose to NPG any Inside Information in its possession with the exemptions:
- 9.1.1 The exemption in Section 2.1.1 and 2.1.2 shall as far as the disclosure requirement is concerned also apply to any such information concerning a Clearing Customer that a Trading and Clearing Representative receives in this capacity, as well as any other information conveyed by a Client related to the Client's pending Bids.
- 9.1.2 The exemption in Section 2.1.1 and 2.1.2 shall as far as the disclosure requirement is concerned also apply to any such information on another Participant or Clearing Customer that a Participant or a Clearing Customer receives from a contracting party when contemplating or entering into bilateral trading.
- 9.2** A Trading and Clearing Representative is, independent of the disclosure duties applying to his Clients, under an obligation to disclose to NPG the Inside Information concerning Clients as provided for in Section 2, as far as the Trading and Clearing Representative possesses such information.

10. DEFINITION OF INSIDE INFORMATION

- 10.1** Inside Information shall mean any information of a precise nature which has not been made public relating to the NPGAS Market and which, if made public, would be likely to have an impact on the prices in one or more Contracts. Such information includes information which Participants and Clearing Customers expect to receive in accordance with accepted market practice.
- 10.1.1 Exempted is any information on the Participant's and Clearing Customer's own plans and strategies for trading in Contracts.
- 10.1.2 Exempted is also any information on the Market Participant's installations and business strategies in respect of allowances.
- 10.2** If the Participant or the Clearing Customer concerned is in doubt as to whether a matter constitutes Inside Information, he shall contact NPG in order to be advised on how to handle the situation.

Enclosure 2

DEFINITION OF MARKET MANIPULATION

11. GENERAL DEFINITION

"Market manipulation" shall mean

(a) Transactions or Orders to trade:

- which give, or are likely to give, false or misleading signals as to the supply of, demand for or price of a Contract, or

- which secure, by a person, or persons acting in collaboration, the price of one or several Contracts at an abnormal or artificial level,

unless the person who entered into the Transactions or issued the Orders to trade establishes that his reasons for so doing are legitimate and that these Transactions or orders to trade conform to accepted Market practices as specified below.

(b) Transactions or Orders to trade which employ fictitious devices or any other form of deception or contrivance;

(c) dissemination of information through the media, including the internet, or by any other means, which gives, or is likely to give, false or misleading signals as to listed Contracts including the dissemination of rumours and false or misleading news, where the person who made the dissemination knew, or ought to have known, that the information was false or misleading.

12. SPECIFIC PROHIBITIONS

The following conduct will always be deemed to constitute Market Manipulation:

- conduct by a person, or persons acting in collaboration, to secure a dominant position over the supply of or demand for a Contracts which has the effect of fixing, directly or indirectly, purchase or sale prices or creating other unfair trading conditions,

- the buying or selling of an Contract, the closing of the market with the effect of misleading investors acting on the basis of closing prices,

- taking advantage of occasional or regular access to the traditional or electronic media by voicing an opinion relevant to a Contract while having previously taken positions on that Contract and profiting subsequently from the impact of the opinions voiced on the price of that Contract, without having simultaneously disclosed that conflict of interest to the public in a proper and effective way.

13. ACCEPTED MARKET PRACTISES RELEVANT TO NORD POOL

(None at present)

14. SPECIFIC DEFINITIONS FOR ENCLOSURE 2:

"Transactions" shall mean trades in the Markets and bilateral trades.

"Orders to trade" shall mean Bids for trading in Contracts, other orders relating to Contracts, and orders to trade gas in the NPGAS Market.

Ethical Guidelines

ETHICAL GUIDELINES

1. NON-SANCTIONED GUIDELINES

- 1.1** These Ethical Guidelines supplements the legally sanctioned "Rulebook for Nord Pool Gas' Physical Gas Markets" (the "Rulebook"), requiring high standards of conduct from the Participants and Clearing Customers when involved in Trading.
- 1.2** Changes to the Ethical Guidelines can only be made by the board of directors at NPG.

2. SCOPE

- 2.1** The Ethical Guidelines apply to all Participants and Clearing Customers in the market organised by NPG regardless of their function or geographical location.
- 2.2** If the Ethical Guidelines are in conflict or inconsistent with (and not merely supplement) laws, regulations or the Rulebook, these laws, regulations or provisions of the Rulebook shall precede.

3. PURPOSE

- 3.1** The activities in the markets organised by NPG affect great economic values and are vital to the supply of energy. NPG, the Participants and Clearing Customers are therefore dependent of strong reliance, and that the public in general have confidence in their ethics and good standards of conduct.
- 3.2** These Ethical Guidelines shall contribute to maintaining a strong public confidence in NPGAS and Participants and Clearing Customers being active in the countries where NPG operates.

4. GENERAL PRINCIPLES

- 4.1** Participants and Clearing Customers shall act responsibly and seriously in order to maintain strong public confidence in them and in NPGAS. It is the responsibility of the board, management and employees of Participants and Clearing Customers to ensure that this will be done.
- 4.2** Participants and Clearing Customers shall be in compliance with laws and regulations and the Rulebook as well as in compliance with general standards for good business practice and good professional behaviour.
- 4.3** Participants and Clearing Customers shall never compete with its colleagues in an unfair manner.
- 4.4** A good way to measure whether a line of action is in accordance with the above mentioned standards is whether it can be justified in a way acceptable to others. Good business practice and good professional behaviour is measured and supported through good documentation and keeping of journals documenting relevant conduct, and by openness on the intentions with decisions carried out.

5. RELATIONS TO CLIENTS

- 5.1** A Participant acting on behalf of Clearing Customers as intermediary or agent, shall endeavour to protect the interest of the Client in all cases where there are possible conflicts between their own interests and their Client's best interests, and shall make sure that Clients are treated equally and non-discriminatory.

6. MARKET BEHAVIOUR

- 6.1** All transactions made in NPGAS shall be performed with a genuine and generally acceptable business purpose.
- 6.2** No fictive transactions and mock agreements shall be carried out, and Participants and Clearing Customers must never give false or misleading expressions of their intentions with trades or bids and offers in the markets.
- 6.3** No bids or offers or trades shall be presented to the market with the purpose of misleading other Participants and Clearing Customers. Sudden changes in market behaviour that is not motivated by serious commercial or technical circumstances must not occur.
- 6.4** Any Participant or Clearing Customer that is a leading player in respect to the relevant supply or demand for gas must assure that they do not in any inconsiderate way affect the price development in the relevant markets.
- 6.5** No misleading information must be given that can contribute to make a false and incorrect or misleading picture of the market situation.

7. OTHER DEMANDS TO THE PARTICIPANTS AND CLEARING CUSTOMERS IN THE MARKET

- 7.1** Participants shall assure that their management and board of directors have proper knowledge of and complies with laws, regulations and relevant rules, and passes relevant knowledge on to their own employees within their respective areas of responsibility.
- 7.2** A Participant shall appoint a person who will be responsible for overlooking the ethical standards within the company (a compliance-function), so that they make sure that the board and the employees at any time have knowledge of the current regulations for their area of activity.
- 7.3** Participants and Clearing Customers may establish internal ethical rules for their employees, and give directions to how to act in situations raising ethical questions, or whom they can address in situations of doubt. The guidelines should also give answers to questions in practical situations where other rules and regulations are unclear and/or insufficient. The internal guidelines should also give directions on the employees' possible trading with Contracts. The employees should continuously receive information and be educated in the ethical questions relevant for their work.

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APPENDIX 7

Settlement Schedule

SETTLEMENT SCHEDULE

The Settlement Schedule is available at:

<http://www.npgas.com>

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APPENDIX 8

Fee Schedule

FEE SCHEDULE

The Fee Schedule is available at:
<http://www.npgas.com>

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APPENDIX 9

ACCESSIBILITY

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Company name: _____

Hereby informs Nord Pool Gas of our Gaspool shipper code for nomination in the Gaspool area. The shipper code will be used for nominations for quantities/volumes traded as a swap product on NPG.

We also agree on giving Nord Pool Gas immediate notice if any new information or changes in shipper codes will occur.

Shipper code Energinet.dk: _____

BK Code Gaspool: _____

Place and date: _____

Signature: _____

Name in letters: _____

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APPENDIX 10

Trader access

Trader access to Nord Pool Gas

By filling in this sheet _____ hereby confirms that the below listed persons are allowed to trade on our behalf.

_____ acknowledges that it is our duty to inform Nord Pool Gas as soon as possible when/if the list changes. Changes are not considered accepted by Nord Pool Gas before a confirmation has been sent. Two copies are to be sent to Nord Pool Gas.

Name:	Direct e-mail	Direct telephone number	Direct fax number

Place and date:

Signature costumer:

Signature Nord Pool Gas:

APPENDIX 11

Definitions

DEFINITIONS

Account Holder means Participant
All Or Nothing Bid in NPGAS means a Bid which upon matching must be matched for the whole volume specified.
Balance Responsible Party means a Participant that has entered into an agreement with the Transmission System Operator. In Denmark a participant has to be registered as shipper.
Banking Day means a day in which the banks in Denmark perform banking activities.
Bid means an offer by a Participant to buy or sell one or several Contracts.
Bidding means a Participant's specification of purchase and sale.
Buyer means the Party agreeing to purchase gas in a Transaction.
Cash Account means Non-Pledged Cash Account.
Cash Settlement means cash Settlement to be carried out between NPG and Participants and Clearing Customers.
Clearing Account means an account that is opened in NPG where Transactions are registered.
Clearing Customer Agreement means an agreement between NPG, a Participant and the Clearing Customer where the Clearing Customer appoints the Participant as its Trading and Clearing Representative.
Clearing Customer means a person or a legal entity who has signed a Clearing Customer Agreement as well as an agreement with a Trading and Clearing Representative in accordance with which the Trading and Clearing Representative shall perform Trading for the Clearing Customer's account and represent the Clearing Customer towards NPG.
Clearing Day means a Banking Day on which a monetary settlement is carried out.
Clearing means a clearing-by-novation process where NPG enters into the Transaction as central counterparty and thus becomes counterparty to the Buyer and Seller.
Clearing Regulations means Appendix 2 to the Rulebook.
Collateral Calls means NPG's calls for Collateral from Participants and Clearing Customers.
Collateral means cash deposits to an On-Demand Guarantee.
Contact Person means a person who according to a power of attorney represents a Participant in Trading with NPG.
Contract means the product where Transactions may be carried out in NPGAS.

Contract Party means a Participant or Clearing Customer who has performed Trading and Clearing in NPGAS.

Contract Price means the price agreed upon in a Transaction, which the Buyer is obligated to pay and the Seller is entitled to receive.

Definitions mean this appendix containing definitions of capitalized terms in the Rulebook.

Delivery Amount means the gas amount to be delivered upon settlement of Transactions as further provided for in Appendix 3.

ETS means the electronic trading system in which Trading can be performed

Fill Bid means a Bid in NPGAS that may be matched for the full volume or part of the volume.

Firm Bid means a Bid that is visible and tradable for other Participants.

Gas means natural gas of the quality of H-gas as defined by international standards

Gaspool is the German hub where NPG's swap is executed.

General Rules mean the rules presented in the general rules for Nord Pool Gas' Physical Gas market

Intraday Trading Limit means a trading limit that may be set by NPG for a Participant, based on the Account Balance and the Collateral posted.

Invoice Day means the day the participant receives the invoice from NPG

Markets means the physical markets for standardised short-term trading in gas operated by NPG

Market Counsel means a group of persons elected by NPG from among the Participants of the Physical Markets that shall meet regularly to discuss and advice on issues relating to the development of the trade in the Markets.

Market Maker Agreement means an agreement between NPG and a Participant committing the Participant to quoting of two-way Bids in NPG.

Market Maker means a Participant that has entered into a Market Maker Agreement with a two-way quotation obligation in NPG.

Market Spread means the difference between a purchase and sales price

Natural Gas is the terminology of the gas used in Denmark.

Nomination means reporting to the TSO about the deliveries at NPTF

Non-Pledged Cash Account means an account established by a Participant or a Clearing Customer in a Deposit Bank approved by NPG, which shall be applied in connection with Cash Settlements towards NPG.

NPG means Nord Pool Gas A/S.

NPGAS Market ("NPGAS") means the trading market operated by NPG for gas delivery in the NPTF defined for NPGAS.
NPTF means Nord Pool Transfer Facility which is a virtual trading point for delivery at the Danish Transmission System Operator, Energinet.dk
On Demand Guarantee means a guarantee in favour of NPG for a predetermined amount securing obligations of a Participant or a Clearing Customer towards NPG.
Open Balance means the net position in each Contract Series registered in a Clearing Account, which can either be positive or negative. A positive value identifies a purchase position in that Contract while a negative value identifies a sales position.
Order means Bid in NPGAS.
Participant Agreement means the agreement entered into between a Participant and NPG regarding Trading and Clearing in Nord Pool Gas' physical markets.
Participant means a person or legal entity who has signed the Participant Agreement. Clearing Customers are not comprised by the notion. Trading and Clearing Representatives are comprised.
Parties mean NPG, the Participant or the Clearing Customer.
Physical Markets means NPG.
Rules for Gastransport (RfG) is the Danish applicable law for using the Danish natural gas Transmission System. For further information please go to www.energinet.dk
Rulebook means the "Rulebook for Nord Pool Gas' Physical Gas Markets" consisting of General Rules, Appendices and Agreements.
Seller means the Party agreeing to sell gas under a Transaction.
Settlement means the process which by trades in the Markets is handled through cash transactions.
Settlement Note means a note from NPG to Participants and Clearing Customers specifying Transactions, Open Balance, settlement obligations and fees related to each Clearing Account.
Shipper code is the identification number which the participant receive from the TSO in the area the participant would like to trade gas. The shipper code is necessary before trading can take place.
Swap is a two leg product. If for example a participant buy a swap, the participant buy Denmark and sell Germany.
Tick Size means the tick size specified in the NPGAS Regulations. The price of a Bid placed in the Trading System must be divisible by the Tick Size-
Trading and Clearing Representative means a Participant that has the right to trade for its own account and obligated to trade on behalf of its Clearing Customers.
Trading error can occur if a Participant by mistake makes a trade in the ETS.
Trading Price is the price for 1 (one) mega watt per hour.
Trader means a physical person authorised by a Participant to conduct Trading on

behalf of the Participant.
Trade Lot means the trade volume of each Contract as defined in the product specification. The volume of Bids placed in the Trading Systems must be divisible into whole Trade Lots.
Trading Fee means the annual fee and the volume dependant fee charged for Trading in the Markets.
Transaction means an agreement regarding purchase or sale.
Transmission System Operator (TSO) means an entity responsible for operating, ensuring the maintenance of and developing the transmission system.
Trading Currency means one or several currencies approved by NPG in which a Participant or a Clearing Customer is able to carry out Bidding and Trading.
Trading Day means a day when NPG is open for Trading.
Trading means the process of entering into a Transaction in the Markets.
Trading Party means the holder of a Clearing Account in the name of whom the Transaction is entered into.
Trading Price means the delivery price that is agreed to in a Transaction.
Trading Regulations means Appendix 1 to the Rulebook.
Value Added Tax means any value added tax imposed, or any replacement or other tax levied by reference to value added to a Transaction.
Violation Charge means a fee that NPG may charge Participants and Clearing Customers when in breach of the Market Conduct Rules.
Volume means the total quantity in MWh purchased or sold in a transaction
Withheld Bid is a Bid in the ETS which is not visible or tradable for other Participants.