

Gasum Clean Gas Solutions AB

TERMINAL RULES FOR THE
NYNASHAMN LNG/LBG IMPORT
TERMINAL

XX September 2023

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1 INTRODUCTION

1.1 Background

On 7 January 2020, Gasum Oy ("Gasum") notified the Swedish Competition Authority ("SCA") of the proposed acquisition by Gasum of 100 % of the shares in Gasum Clean Gas Solutions Holding AB ("Gasum Clean Gas Holding") and the sole limited partnership in Nauticor GmbH & Co. KG ("Nauticor KG") and 100 % of the shares in the general partner of Nauticor KG, Nauticor Beteiligungs-GmbH ("Nauticor GmbH") (the "Transaction").

The completion of the Transaction was subject to the approval of the SCA and following the SCA approval the Transaction was completed on 30 April 2020. The SCA approval was granted based on the commitments provided by Gasum to the SCA during the merger clearance process. With its decision on 20 March 2020, the SCA has approved the commitments including a Third-Party Access to the Terminal following these Terminal Rules. The compliance with these Terminal Rules with the SCA decision and commitments provided will be monitored by the Monitoring Trustee appointed by the Terminal Operator and approved by the SCA.

These Terminal Rules will be applied for the Capacity Allocation Period starting on 1 January 2024, when the Terminal Operator sells Terminal Services to Terminal Users. These Terminal Rules are also applied to the aftermarket trade and for throughput capacity reservations made in the aftermarket. The Terminal Rules concerning the Users shall also be applied in non-discriminatory manner to all Gasum group entities using the Terminal Services to all other extent but when such rules in specific concern only Third-Party Users and Third-Party Capacity.

The Terminal Operator reserves the right to modify these Terminal Rules annually with the approval for any amendments by the Monitoring Trustee.

1.2 Definitions

For the purpose of these Terminal Rules, the following terms shall have the following meaning:

- 1.2.1 **Capacity Allocation Period** means the period when the Terminal throughput capacity services are offered to Users of one calendar year (12 months) starting annually on 1 January and ending on 31 December.
- 1.2.2 **Gasum Entity** shall mean a Gasum Oy's group company belonging to a same group of companies than the Terminal Operator, including also the Terminal Operator.
- 1.2.3 **Liquefied natural gas (LNG)** shall mean such natural gas that is in liquid form that is vaporised back into gas when used and which meets the technical characteristics and quality requirements set forth these Terminal Rules and/or the Terminal Services Contract.
- 1.2.4 **Loading Master** means an employee of the Terminal Operator who is responsible for receiving the User / LNG vessel notifications on behalf of the Terminal Operator.

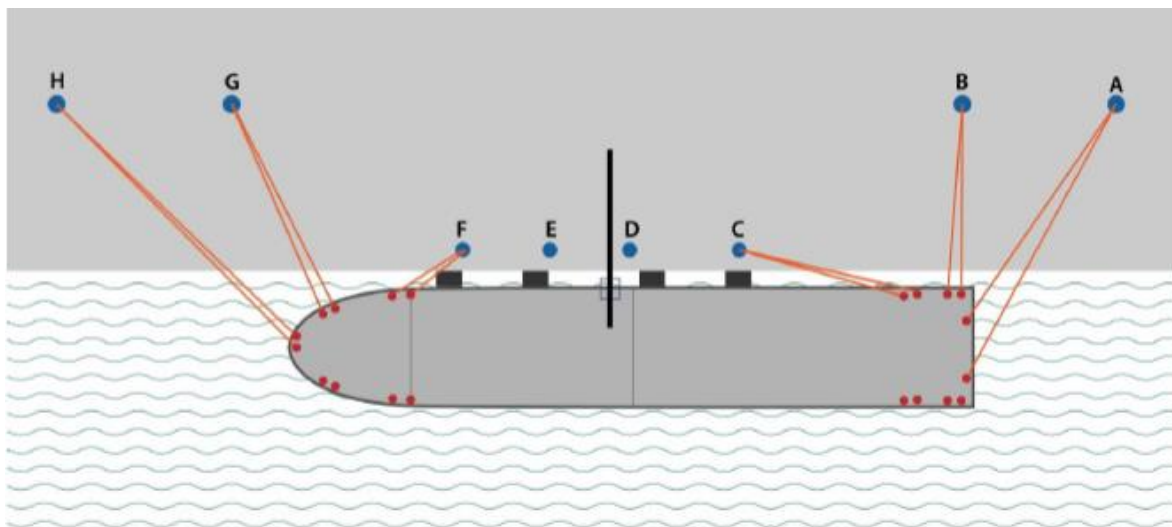
- 1.2.5 **Monitoring Trustee** shall mean Grant Thornton Sweden AB appointed by the Terminal Operator and approved by the Swedish Competition Authority having the duty to monitor the Terminal Operator's compliance with the commitments provided.
- 1.2.6 **Port** means the port located in the vicinity of the Terminal and personnel responsible for port activities. Website: https://www.portsofstockholm.com/siteassets/om-oss/tilltrade-sakerhet/port_regulations_and_ordinance_-1_6_4.pdf
- 1.2.7 **Terminal** shall mean the small-scale LNG import terminal located in Nynäshamn (Sweden) owned and operated by the Terminal Operator. The address of the Terminal is: Brunnsviksholmsvägen 1, 149 21 Nynäshamn.
- 1.2.8 **Terminal manager** means an employee of the Terminal Operator who is responsible for practical operations at the Terminal.
- 1.2.9 **Terminal Operator** means Gasum Clean Gas Solutions AB (Business ID: 559182-0500), address: c/o Gasum AB, Gjuterigatan 1B, 582 73 Linköping.
- 1.2.10 **Terminal Operator's website** for the purposes of publishing these Terminal Rules and Terminal Services Price List shall be <https://www.gasum.com/sv/om-gas/naturgas/lng/lng-leveranskedja/gasums-terminal-i-nynashamn/nynashamn-lng-terminal-rules/>
- 1.2.11 **Terminal Rules** shall mean this terminal rules document including its annexes to be maintained and amended by the Terminal Operator and confirmed by the Monitoring Trustee.
- 1.2.12 **Terminal Services** shall mean throughput capacity services offered by the Terminal Operator as further described in Section 4.1.
- 1.2.13 **Terminal Services Contract** means the contract concluded between the User and the Terminal Operator for the Terminal Services.
- 1.1.1 **Third Party / Parties** shall mean any one or more competent existing or prospective users (other than a Gasum entity) wishing to acquire access to the Terminal by purchasing some or all Terminal Services from the Terminal Operator.
- 1.1.2 **Third-Party Capacity** shall mean an aggregate maximum per annum volume of 380 000 MWh (corresponding to approximately 25 000 tons when calculated with a GCV factor of 15.18 MWh/ton), LNG throughput volume, divided further into monthly and weekly maximum LNG throughput volumes for which the Terminal Operator shall commit to supply Terminal Services for the Third Parties.
- 1.1.3 **User** shall mean any Third Party or any Gasum Entity that has entered into a contract for the use of Terminal Services with the Terminal Operator.
- 1.1.4 **User Capacity** shall mean the maximum per annum, monthly and weekly LNG throughput (MWh) volumes allocated to each individual Third-Party User or Gasum Entity User for which the Terminal Operator shall commit to supply Terminal Services for that specific User.

2 PORT DESCRIPTION

Port descriptions, location, fees and safety and operation instructions (e.g. port notifications and LNG vessel approval processes) is available via e-mail: Operators_nynashamn@gasum.com.

The Terminal Operator assumes that all Users are acquainted with the applicable requirements and instructions available at: https://www.portsofstockholm.com/siteassets/om-oss/tiltrade--sakerhet/port_regulations_and_ordinance_-1_6_4.pdf. The Terminal Operator is not responsible for the Port's requirements or instructions and does not accept responsibility for possible amendments.

Table 1. Mooring Diagram



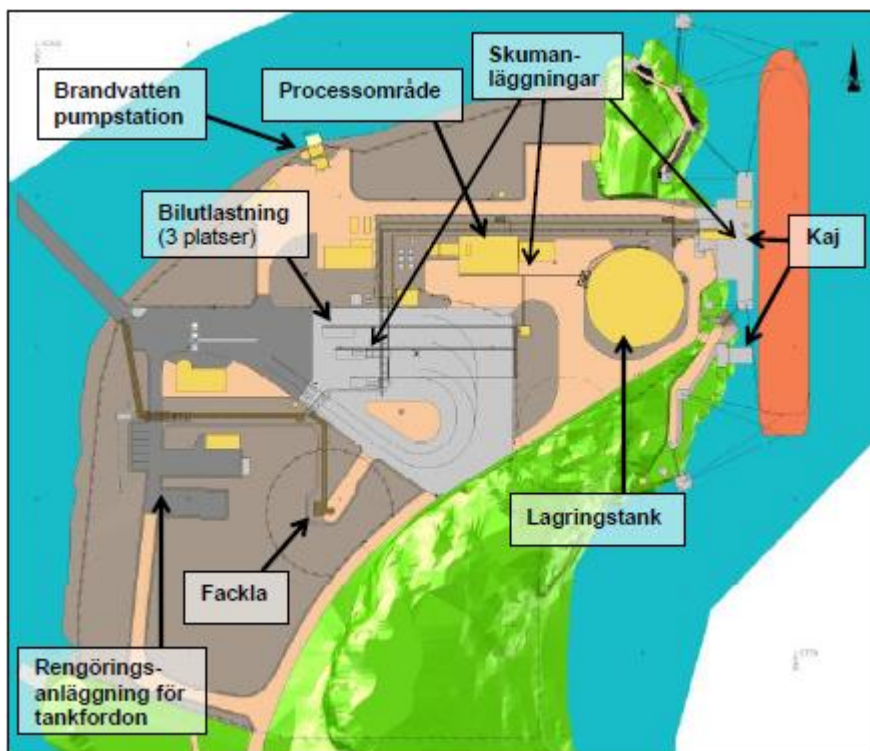
Recommended mooring FWD 2+2+2 and AFT 2+2+2, (minimum of 8 lines)								
Mooring point ID	A	B	C	D	E	F	G	H
Bollards available / SWL (T)	2/75	2/75	2/75	1/75	1/75	2/75	2/75	2/75
No. of lines to each point	2	2	2			2	2	2

3 TERMINAL DESCRIPTION

The Terminal is composed of a storage tank, loading arms used for unloading vessels, two truck loading positions and an LNG vaporisation unit used to transfer natural gas to use pipes as well as a reliquefaction unit handling boil-off. The gross volume of the storage container is 20,000 m³ and the height is 37,5 metres. The container's shell is steel concrete, the inner shell is steel and insulated. The approximately 10 m flare is part of the Terminal's safety system. The boil-off gas generated during the unloading and possible exceptional situations is directed to be burned at the flare. The Terminal area encompasses the chemical port's pier and transfer pipes from the pier to the terminal area.

The Terminal can receive LNG vessels with the volume of approximately 3,000 to 14,000 m³. The absolute minimum of the LNG vessel capacity depends on the vessels size and type and their suitability for terminal operations (including the pier and loading arms). Unloading a single LNG vessel takes approximately 12 hours, depending on the vessels size and pumping capacity. The Terminal can also accept partial loads.

The Terminal is normally open for unloading and truck loading during daytime at ordinary working days.



3.1 Technical characteristics of the Terminal

Number of piers: one, LNG pier
Maximum vessel length, LOA: 160 m
Minimum vessel length: N/A
Permitted vessel draft: 8.1 m
Maximum permitted width: 14 m/s
Loading arms: two SVT manufactured arms, 8" hydraulic quick couplings
Nominal line pressure: 8,5 bar
Normal operating pressure in the terminal: 200 - 300 mbar
Emergency de-coupling: Yes
Unloading speed: maximum 1,200 m3 per hour.
Number of storage containers: one
Effective volume of the storage container: 20000 m3

3.2 Location of the Terminal and mooring

Latitude N 58g 55,3'

Longitude E17g 58,7'

Gasum LNG/LBG Terminal Nynäshamn

Brunnsviksholmsvägen 1

P.O.Box 64, SE-149 21 Nynäshamn

Phone: +46 767234875

E-mail: tobias.knebel@gasum.com

Vessel pilotage is provided by E-mail eastcoastpilot@sjofartsverket.se or phone +46 8 5542 4500.

www.sjofartsverket.se

4 TERMINAL SERVICES

4.1 Terminal Services description

The Terminal Operator commits to offer Terminal Services to the Users on the basis of fair, reasonable and non-discriminatory terms and principles specified below.

The Terminal Services consist of throughput capacity services for:

1. Delivering, within the limits of the User Capacity, LNG to the Terminal for physical storage in the storage tank located in the Terminal area,
2. Taking, within the limits of the User Capacity, the LNG stored in the storage tank located in the Terminal area and,
3. LNG vessel unloading services for transferring LNG delivered by the User into storage tank located in the Terminal area,
4. LNG truck loading services to load LNG into LNG trucks of the User or its sub-contractor.

For the avoidance of doubt, the access to the Terminal and Terminal Services does not include access to LNG vaporization equipment and pipeline connecting the Terminal to individual customer sites.

The provision of the Terminal Services is limited by the technical characteristics described in Section 3.1 and specified limitations, like adverse weather or the Terminal's maintenance.

Applicable price list for the Terminal Services, technical and operational details for the reservation procedure, Terminal Rules and operations, terminal specific Third Party Capacity volumes as well as more specific time windows and timetables for the use of the Terminal shall be published on the Terminal Operator's website before reservations for the following Capacity Allocation Period are made.

Reserved throughput capacity grants the User rights to use the Terminals Services during the reserved period. The Terminal Operator allocates the available terminal throughput capacity annually and according to reservation procedures. Capacity can also be reserved in addition to the annual User Capacity Allocation procedure, if there is free capacity.

Within the limits of the allocated User Capacity, there are no restrictions regarding the size of LNG cargos that Users can deliver to the Terminal, other than the technical and operational restrictions of the Terminal itself, as further set out in the Section 3.1.

Table 2. Capacities made available for Third Party Users

Service	Unit	Capacity
Basic Capacity Allocation Period	1 calendar year	Divided into monthly, weekly and daily slots
Total Annual Third-Party Capacity	MWh	380 000
Minimum User Capacity for throughput	MWh	3 400

4.2 Boil-off handling at the Terminal

Under normal conditions, the Terminal's boil-off gas management does not entail extra costs for the User but such costs are included in the Terminal Service Fees.

The Terminal Operator reserves the right to charge the Users for the management of boil-off gas exceeding normal conditions, including direct procurement costs equal to gas procured in the quantity of the boil-off gas, within the framework of the User's Capacity Allocation on pro-rata basis.

4.3 Minimal quality requirements for LNG, quality and volume assessment

Before arrival at the Terminal, the vessel shall submit an unloading notification as specified in section 4.10. This notification shall include essential information on the cargo status at the port of origin as well as the LNG cargo's presumed characteristics (including LNG quality) upon arrival at the Terminal.

The quality of LNG transferred to the Terminal shall meet at least the minimal quality requirements specified by the Terminal Operator. Permitted quality variations are specified in the minimum quality requirement's specification ([Annex 1](#)).

The unloaded LNG shall not contain any liquid or solid contaminates. Further, the LNG may not contain other elements and impurities (including but not limited to methanol, condensates, gas odorants) to the extent that such LNG cannot be transported, stored and marketed without incurring additional cost for quality adjustments. Should the Terminal Operator incur any additional costs for the LNG not meeting the quality requirements, the Terminal Operator entitled to charge such costs for the non-complying User.

The Terminal Operator may change the quality requirements upon written notice. Changes are enforced within thirty (30) days after the relevant notice is published.

The volume and quality of LNG transferred to the Terminal is measured and sampled according to general applicable standards and regulations. The volume and quality of LNG transferred to the terminal is verified with the Terminal's measuring equipment.

If the quality of LNG transferred to the Terminal does not meet the applicable specifications, the Terminal may at any stage refuse to accept the LNG by notifying the User and/or master of the vessel without delay. If possible, the Terminal Operator shall give notice LNG deviations after receiving the unloading notification, if it is clear that the LNG quality shall deviate from the specified minimal quality requirements upon arrival at the Terminal.

4.4 User Capacity reservation principles and procedure

The Terminal Operator shall offer and supply to Third Parties Terminal Services for aggregate annual terminal throughput LNG volumes of up to the maximum annual Third-Party Capacity volume of 380 000 MWh that is further divided into monthly and weekly maximum LNG throughput volumes.

Reserved User Capacity grants the User right to use the Terminal Services during the relevant annual period in accordance with and subject to the terms and conditions of these Terminal Rules and Terminal Service Contracts to be entered into between the Terminal Operator and each User as regards the Terminal Services. These Terminal Rules and the Terminal Services Contract shall correspond to normal market practices and shall not include unreasonable terms.

The present User Capacity Allocation Period will start on 1 January 2024 and end on 31 December 2024.

Any leftover Third-Party Capacity from the first reservation procedure can be reserved also after the reservation period has ended until the next User Capacity Allocation Period commences.

User Capacity Allocation Periods will start annually on 1 January and end on 31 December (12-month periods).

The annual, monthly and weekly User Capacity volumes for each individual User shall be determined and allocated by the Terminal Operator from the Third-Party Capacity according to the following principles:

User Capacity volumes are reserved at minimum on annual basis in accordance with the User Capacity Allocation procedure, time-windows and timeline determined by the Terminal Operator that are to be published at the Terminal Operator's website.

The User shall notify the desired capacity reservation volume upon making the User Capacity application. The Terminal Operator shall process the capacity reservation requests of the Users and notify each User of the allocated annual, monthly and weekly User Capacity for the relevant User Capacity Allocation Period.

Should the User Capacity reservations of the Third-Party Users exceed the Terminal's available Third-Party Capacity, the available capacity shall be distributed to the Users pro rata according to the volumes of the Third-Party User Capacity reservation requests of the Third-Party Users.

Should the capacity reservation requests of the Third-Party Users not exceed the Terminal's available Third-Party Capacity, the Terminal Operator shall publicly notify at its website the amount of free capacity left for the relevant Capacity Allocation period, which may be reserved by a User also during the relevant Capacity Allocation Period.

Upon the Terminal Operator's notification to the User of the allocated User Capacity volume, each User shall have the obligation to deliver and take all of the allocated User Capacity volumes to the Terminal and pay, on a take-or-pay basis, the throughput fees for the relevant volumes as further set out in these Terminal Rules and Terminal Services Contract. Subject to this obligation, Users are allowed to sell any reserved throughput capacity to other Users.

User Capacity volume deliveries and related Terminal Services provided by the Terminal Operator at the Terminal are offered based on the Terminal User Schedule and allocated annual, monthly and weekly User Capacity. The Users are also allowed to make joint deliveries to the Terminal with other Users.

The Terminal Operator may adjust the User Capacities or schedule and use of the Terminal for the purpose of ensuring continuous, relevant and safe terminal operations as further set out in these Terminal Rules and Terminal Services Contract.

If it becomes evident that User Capacity has been reserved by any User for the purposes of preventing market activities or other similar reasons, the Terminal Operator has the right to terminate the Terminal Services Contract of such User for the part of the unused User Capacity and re-allocate the capacity to other Users.

<i>Terminal User throughput Capacity Allocation procedure</i>	
1 September	Publication of the Terminal Rules and tariffs for the Terminal Services at the Terminal Operator's website
Opening day	Opening of the Terminal User Capacity Allocation procedure and call for User Capacity applications
30 weekdays	Deadline
10 weekdays	Evaluation of the User Capacity applications and notifications sent to Users with deficient applications
10 weekdays	Amendments to deficient User Capacity applications
5 weekdays	Deadline and publication of results
5 weekdays	Signing Terminal Service Contracts with the Users for the Capacity Allocation Period
5 weekdays	Submitting the free remaining capacity to the market
60 calendar days prior to the start of Capacity Allocation Period	Submitting the plan for the Terminal User Schedule by the User to the Terminal Operator
45 calendar days prior to the start of Capacity Allocation Period	Confirmation or counter-proposal for the Terminal User Schedule by the Terminal Operator to the User
30 calendar day prior to the start of Capacity Allocation Period	Submitting the detailed information on the Terminal User Schedule by the User to the Terminal Operator
1 January	Start of the Capacity Allocation Period
31 December	End of the Capacity Allocation Period

4.5 User virtual account

The physical LNG volumes (in MWh) of LNG unloaded (imported) by a User to the Terminal shall be recorded to the User's virtual account kept by the Terminal Operator. Any offtake by a User (export) of LNG volumes (in MWh) shall be deducted from the User's virtual account.

Joint deliveries by several Users can be recorded to such Users' individual virtual account in accordance with notifications made by such Users to the Terminal Operator.

If the offtake by a User (export) exceeds the loaded volumes (import) by a User or if the loaded volumes (import) by a User exceed the offtake by a User (export) recorded in the User virtual account at the end of each Capacity Allocation Period, at the latest, such discrepancy shall be deemed to be a failure to meet the delivery and offtake obligations set in Terminal User Schedule and/or User Monthly Schedule for the reserved User Capacity and the liability of the User shall be determined in accordance with the Section 5.6.2.

4.6 Access principles and SWAP-arrangement

Deliveries and off-takes by all Users shall be specified through a Terminal User Schedule and User Monthly Schedule as further specified on the weekly, daily and hourly basis in accordance with these Terminal Rules.

All Users must strictly comply with the Terminal User Schedule and User Monthly Schedule set forth in these Terminal Rules and the Terminal Services Contract when delivering LNG to the Terminal (import) or taking LNG from the Terminal (export). Any failure by a User to meet the delivery and/or off-take obligations set forth in the applicable schedules will lead to User's liability in accordance with the Section 5.6.2.

The Terminal Operator shall use reasonable efforts to compile the Terminal User Schedule and User Monthly Schedule of each individual User so that the scheduling of the unloaded physical LNG volumes (import) and the off-taken physical LNG volumes (export) recorded in the virtual account of a User shall correspond with each other.

However, in order to ensure that all Users have fair and reasonable access to LNG within the limits of the allocated User Capacity at all times even if there would not actual LNG delivered by a specific User at the physical storage tanks of the Terminal in accordance with the Terminal User Schedule and User Monthly Schedule, all Users are required to commit to enter bilateral agreements concerning swap-arrangements for physical LNG to other Users.

The Terminal Operator shall ensure that the physical volume swap-mechanism is in place by requiring all Users to commit and sign the swap-agreement as set out in [Annex 3](#).

The swap-agreement includes a legally binding and enforceable commitment of a User to acquire or sell the physical LNG volumes from or to another User to cover the discrepancies between the unloaded (imported) LNG volumes and the off-taken (exported) LNG volumes of a User in accordance with the throughput services allocated to a User by the Terminal Operator.

The Terminal Operator shall inform the Users that are required to swap the physical volumes in connection with the Terminal User Schedule. The Terminal Operator shall physically settle the physical volume swaps between the Users by recording the swapped volumes to the respective Users' virtual accounts in the Terminal. The Terminal Operator shall have the right to take any measures necessary to enforce the swap-arrangement between the Users.

The financial settlement of the swap-volumes acquired or sold by a User will be handled between the swap-seller and swap-purchaser in accordance with bilateral commercial terms. The Terminal Operator shall not be liable for any financial or commercial settlement between the swap-parties.

4.7 Terminal User Schedule

Terminal Services produced by the Terminal Operator are offered based on the Terminal's User Schedules within the limits of the allocated User Capacity.

The User shall deliver the plan for the Terminal User Schedule for the User Capacity Allocation Period to the Terminal Operator no later than sixty (60) calendar days prior to the start of the next User Capacity Allocation period. The Terminal Operator shall either approve the User's submitted plan for the Terminal User Schedule or return a counter-proposal, including information on the possible estimated maintenance periods for the Terminal.

The plan for the Terminal User Schedule for the first User Capacity Allocation Period shall, however, be delivered during the signing of the Terminal Service Contract, which the Terminal Operator can either approve or counter without undue delay.

The User's plan for the Terminal User Schedule shall contain, for information purposes only and to the extent known, the following information to the Terminal Operator:

1. desired User Capacity;
2. vessel off-loading (import) and truck loading (export) projections per month and week;
3. LNG vessels estimated arrival dates and unloading volumes;
4. LNG vessel information, including IMO data;
5. the estimated maintenance periods for the applicable LNG vessel; and
6. any other available information which is relevant to the development of the Terminal User Schedule (such as joint delivery plan of several Users);

If no other information is provided in the User's plan for the Terminal User Schedule, an evenly spread off-take is assumed.

The Terminal Operator may adjust the User's plan for Terminal User Schedule for the purpose of ensuring continuous, relevant and safe terminal operations. Should the parties not agree on the Terminal User Schedule, the Terminal Operator's proposal for Terminal User Schedule prevails.

The number of cargoes required to deliver the reserved User Capacity shall be determined in the Terminal User Schedule and may be rounded up or rounded down at the User's discretion to the nearest full cargo as confirmed by the Terminal Operator.

The User shall, no later than thirty (30) days before the start of the next User Capacity Allocation Period establish and issue to the Terminal Operator the Terminal User Schedule containing in detail the following information:

1. the estimated quantity and quality of the unloaded volume;
2. the LNG vessel;
3. the truck;
4. the scheduled arrival window for the LNG vessel for unloading (import);
5. the schedule for the truck loading (export); and
6. any other relevant information as may be agreed between the Parties.

If either Party considers that it is necessary to make a change to the Terminal User Schedule, then that Party shall immediately give notice to the other Party of its requested changes. As soon as possible after such a notice, the Parties shall discuss whether the Terminal User Schedule can be revised to accommodate such changes, and the Parties agree that they shall not unreasonably withhold or delay their consent.

4.8 User Monthly Schedule

The User shall notify the Terminal Operator by no later than the twentieth (20th) day of the previous month of the next months' projected LNG vessel unloading (import) and truck loading (export) schedules with daily accuracy and consistent with the Terminal User Schedule ("User Monthly Schedule").

The User Monthly Schedule shall cover deliveries of LNG to be made by the User to the Terminal during the period of three (3) months commencing with the month which immediately follows the month in

which the User Monthly Schedule is issued. If any revision to the User Monthly Schedule is agreed between the Parties, the User shall as soon as practicable provide to the Terminal Operator an update of the current User Monthly Schedule.

In the relevant Terminal User Schedule or User Monthly Schedule a period of one hundred and sixty-eight (168) hours shall be specified within which the LNG vessel is scheduled to arrive at the Port (the “Scheduled Arrival Window”) and issue the notifications as set out in the section 4.9.2.

User shall immediately inform Terminal Operator of any circumstances as a result of which the delivery of a cargo of LNG might be made on a date other than the Scheduled Arrival Window as shown in the User Monthly Schedule and, when so required, of the amended Scheduled Arrival Window. In such circumstances, the User shall use reasonable endeavours to minimise any adverse effects arising from such circumstances.

User may at its own costs and expenses, at any time, by providing notice to the Terminal Operator, change the LNG vessel or truck specified in the Terminal User Schedule or User Monthly Schedule and supply LNG to the Terminal with an alternative LNG vessel or export the LNG from the terminal with an alternative truck.

4.9 LNG vessel Unloading Services

The LNG vessel shall designate a person responsible for unloading (*‘master of the vessel’*). All repair and maintenance procedures shall be approved by the Terminal Operator during loading and safety regulations and instructions shall be followed throughout the loading process.

4.9.1 Approval procedures for the LNG vessel

Before early arrival, arrival, mooring, unloading, approvals are required from the Terminal Operator and all relevant authorities.

The LNG vessel shall provide at least the following notifications to the Terminal Operator:

1. Nomination notification – sent ninety-six (96) hours before unloading the LNG vessel
2. Loading notification - sent before departing the port of origin;
3. Arrival notification - sent at intervals before the LNG vessel arrives at the Port;
4. Notification of readiness - sent when the LNG vessel arrives at the pilotage station and all relevant permits have been granted for mooring at the pier.

The Terminal manager submits the terminal situation notification 24 hours before the estimated time of arrival (*‘ETA’*).

The notifications specified above shall be sent to the Loading Master (e-mail: Operators_nynashamn@gasum.com).

Detailed information regarding the LNG vessel arrival, piloting and other port arrival procedures is available at the port operator’s website. The vessel’s crew shall follow the port operator’s and Terminal Operator’s instructions and SIGTTO recommendations. All procedures shall be sufficiently logged and this documentation shall be available during operations in the Port and Terminal.

Confirmation of all inspections and deviations shall be reported to the Terminal forty-eight (48) hours

before arrival. Any deviations regarding the safety, docking, mooring or cargo operations of the LNG vessel shall be reported to the Terminal manager.

4.9.2 Notifications by the User/ LNG vessel

(1) Nomination notification

The User shall deliver a nomination notice 96 hours before unloading a LNG vessel. The nomination notice shall include the estimated unloading time, estimated time of arrival at the unloading pier and an estimate on the unloaded/loaded volume.

(2) Loading notification

The loading notification contains essential information regarding the cargo status at the port of origin and the expected properties of the LNG cargo on arrival at the Terminal. If the cargo has been obtained from a User or redirected to the Terminal Operator after departing the port of origin, the loading notification shall be delivered to the Terminal Operator at the first possible instance after procurement or redirection.

(3) Arrival notification

The arrival notification shall include the estimated time of arrival ('ETA') at the Terminal and piloting station as well as other essential information. The LNG vessel shall submit information regarding the vessel's arrival at pre-determined intervals before arrival, so that the Terminal Operator can prepare and conduct its own procedures required for receiving the LNG vessel.

The required intervals are as follows:

1. 72 hours before ETA;
2. 48 hours before ETA;
3. 24 hours before ETA;
4. 12 hours before ETA.

If the cargo has been obtained from a User or redirected to the Terminal Operator after departing the port of origin, the arrival notification shall be delivered to the Terminal Operator at the first possible instance after procurement or redirection.

(4) Notification of Readiness (NOR)

The notification of readiness ('NOR') shall be submitted to the Terminal Operator immediately after the vessel has arrived at the piloting station and meeting the following criteria:

- a) The LNG vessel has performed all procedures required by the port operator and authorities (including customs) and has ordered the port operators towing service;
- b) The LNG vessel is overall ready to arrive at the Terminal's pier and unloading cargo.

4.9.3 Notifications sent by the Terminal

(1) Approval or rejection of the Nomination Notification

The Terminal Operator shall approve or reject the User's nomination notice within 24 hours of receipt. If the Terminal Operator approves the User's nomination notice, the notice is binding regarding the unloaded/loaded volume and declared ETA (+/- 12 hours). The Terminal Operator shall inform the User of the rejection of a nomination notice without delay, so the parties can find an alternative time for unloading.

The Terminal Operator may change the unloading programme up to 12 hours before the agreed delivery if there is justified cause.

(2) Approval or rejection of the Notification of Readiness (NOR)

The Terminal operator shall approve or reject the notification of readiness via e-mail sent to the vessel.

If the vessel has submitted a notification of readiness but the Terminal Operator or the master of the vessel notices or suspects issues that might delay mooring, unloading or loading, the party noticing the issues shall immediately give notice to the other party via e-mail.

(3) Terminal Notification of Readiness

The Terminal Operator shall send a Terminal notification of readiness to the LNG vessel no later than 24 hours of the estimated time of arrival.

4.9.4 Arrival inspections

The Terminal Operator presumes that all required inspections have been conducted on the LNG vessel before arrival. The LNG vessel is responsible for all required inspections and documentation before arrival.

4.10 Detailed unloading procedures

4.10.1 Responsibilities of the master of the LNG vessel

The main responsibility for safe operations lies with the master of the LNG vessel. The master of the LNG vessel shall ensure that he/she and the LNG vessel's crew follow all regulations, rules, formalities, procedures and instructions given by authorities, the port operator or the Terminal Operator both on the vessel and in the Terminal's facilities.

The master of the LNG vessel shall ensure, that all matters and procedures agreed to between the Terminal Operator and the LNG vessel's crew are observed and obeyed. All procedures performed on the vessel during loading shall be supervised by the master of the LNG vessel. This includes procedures conducted by the Terminal Operator's personnel.

The LNG vessel shall:

1. Be a member of the International Association of Classification Societies, who has experience in the classification of LNG vessels and who follows all treaties, practices, laws, decrees and requirements applicable to LNG vessels in Europe and those which are related to sea-worthiness, design, safety, navigation, operating, environment or relevant technical or operational conditions;
2. Have competent and sufficient crew and be commanded according to SOLAS regulations, the crew shall have good command of oral and written English required for operations with the Terminal and Users. Additionally, the crew shall have sufficient competency and permits and experience in operating LNG vessels;
3. Meet SOLAS requirements and SIGTTO and OCIMF recommendations;
4. Be trained and operated according to applicable legislation, regulations and standards;
5. Fill an inspection certificate which shall not be older than one year;
6. Be insured (covered by property and liability insurance);
7. Be equipped at amidship with OCIMF standard loading equipment that can be connected

8. to the Terminal's 8" loading arms and have a height between 3,0 m and 8,9 m MWL;
9. Be able to store at the terminal's operating pressure of 230 mbarg;
10. Submit the vessel's contact information before arrival;
11. Meet the requirements specified in OMCIF, SIGTTO and MARPOL standards;
12. Be fitted with suitable towing ropes and equipment;
12. Be fitted with suitable, regulation conformant drawbridge;

4.10.2 Communications between the LNG vessel and Terminal and the ESD signal

The Terminal Operator shall provide a UHF radio for communications between the LNG vessel and Terminal. SIGTTO standard communications are used for the emergency shutdown procedure ('ESD'). The Terminal uses a SIGTTO 6 pin coupling.

All radars and other transmitters shall be disengaged once the loading arms are connected. Additionally, the LNG vessel's AIS system shall be disengaged at the Terminal or regulated to a power below 1 watt.

4.10.3 Preliminary meeting for LNG vessel unloading procedures

Once the LNG vessel is moored at the pier, all unloading procedures and interruptions are instructed and supervised by both the Terminal Operator and the Port.

Before unloading the vessel, the master of the LNG vessel, the Terminal Operator or a representative of the Terminal Operator shall hold a preliminary meeting onboard the LNG vessel to discuss safe operations.

These include:

1. The LNG vessel to terminal checklist as specified in ISGOTT. Inspections are conducted at agreed intervals during loading/unloading and signed accordingly; - in the safety statement;
2. LNG cargo operating contract;
3. ISPS safety statement;
4. conformance statement.

Before the loading arms are connected, the Terminal Operator and the master of the LNG vessel agree and sign the custody transfer documents.

Composition of the unloaded LNG is declared in the custody transfer documents and verified with the Terminal's own gas chromatograph.

4.10.4 LNG unloading procedures

All unloading procedures, including safety procedures, cooling, unloading initialisation, are conducted according to instructions provided by the Terminal Operator's personnel. ISGOTT and SIGTTO instructions shall be followed.

The following rules are followed, if unloading must be aborted unexpectedly:

- The vessel shall notify the Terminal Operator of aborting or a possible abortion hazard;
- The Terminal Operator reserves the right to abort unloading the vessel due to procedural requirements;

- Conditions set by weather conditions on the unloading of LNG. The vessel’s crew and the Terminal Operator shall monitor weather conditions and the vessel’s motion during loading/unloading. If there is a risk caused by weather or vessel motion to the Terminal or vessel, loading/unloading shall be aborted by one of the parties. Adverse weather conditions instructions are provided on the port operator’s website.
- In each case, the Terminal operator reserves the right to require towing readiness of the vessel, should the Terminal operator to the best of the Terminal Operator’s ability see that the prevailing or expected weather conditions require a towboat to be present at the Terminal for increased safety of the vessel or the Terminal.
- The parties shall immediately communicate any circumstances that might endanger the safety or efficiency of the unloading procedure.

Grounding cables are not used due to ISGOTT and SIGTO recommendations as the Terminal’s flanges are isolated. Both the LNG vessel and the Terminal have cathodic isolation (ISGOTT 17.5.2) to minimise the current between the two.

Configuration of the Terminal’s pier is as follows:

Loading arm size (inches)	Unloading speed m3/h (maximum)	Flanges	Steam return
8”	1200	ANSI 8	N/A

The LNG vessel’s unloading system water curtain shall be engaged and current confirmed before loading arms are connected. Water curtain is maintained until the last loading arm is confirmed gasless and disengaged.

The loading arms have specialized couplings for 8” and 12” inch flanges. All loading arms are equipped with a dry-break PERC system that disengages once tolerances are exceeded.

4.10.5 Boil-off gas generated during the LNG vessel unloading

Boil-off gas generated during unloading of the LNG vessel is routed to the flare. The quantity of the flared boil-off gas during the unloading operations is metered and deducted from the User volumes recorded in the User’s Terminal virtual account. The Terminal Operator is allowed to charge the User for any direct CO₂ emission rights it will need to procure for the User boil-off handling by flaring during the unloading operations.

4.10.6 Unmooring of LNG vessel

The vessel can unmoor once this has been approved by the Terminal Operator and the Port. Unmooring instructions are provided on the Port’s website.

4.11 LNG Truck Loading Services

The Terminal has two truck loading positions and a scale. LNG road transport equipment need to comply with the technical arrangement at the truck loading stations.

The User’s truck and the driver shall be approved by the Terminal Operator. Truck Loading shall be scheduled in User Monthly Schedule following the Terminal User Schedule. The driver and the truck

shall be registered at the Terminal 14 days before the planned loading date. At the same time, a training is arranged at the Terminal. This is mandatory for the driver. Before loading, the User/driver shall have all required permits and training and the vehicle shall meet all requirements specified in legislation or regulations. The Terminal's truck loading times are 8AM to 3PM on working days.

4.11.1 Weekly Schedule for LNG Truck Loading

The User shall update the upcoming and ongoing weekly schedule for truck loading (export) following the User Monthly Schedule and Terminal User Schedule within seven (7) days by declaring the daily truck loading schedules no later than by 3PM on Thursday, the previous week.

The Terminal Operator shall submit the next week's truck loading programme to the User no later than by 12PM on Friday, the previous week. The User can request changes to the ongoing week's loading programme until 12PM on the previous day. The Terminal Operator shall approve the next day's loading programme or provide an alternative. The Terminal Operator may change the loading programme for technical or operative reasons. The Terminal Operator shall notify the User of loading programme changes without undue delay.

5 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions for using the Terminal Services are applied when the User buys and the Terminal Operator sells Terminal Services. A separate Terminal Services Contract will be concluded between the User and the Terminal Operator, once the Terminal Operator has approved the User in accordance with these Terminal Rules.

The Terminal Services Contract is concluded for the duration of the throughput capacity reservation period, unless otherwise specified.

5.1 Required collateral for User obligations

The User shall provide sufficient collateral as approved by the Terminal Operator for guaranteeing the obligations risen from the Terminal Services Contract. The size of the required collateral depends on the financial value of the Terminal Services Contract and User Capacity and the User's credit rating.

5.2 Insurances

Users, LNG vessels and truck drivers shall have sufficient and regular insurance to cover the liability of own activities. The User is responsible for having an own insurance on the stored LNG in the Terminal.

5.3 Limitations to the obligation to provide Terminal Services

The Terminal Operator has the right to refuse access or cease the provision of Terminal Services in the following situations:

1. Where the User does not comply with the Terminal Services Contract, valid Terminal Rules applicable to the Terminal, including the Terminal User Schedule or User Monthly Schedule, or requirements set for the Port of the Terminal in the applicable port rules or authority instructions or regulations.
2. Where the User does not provide the Terminal Operator with sufficient collateral to guarantee the obligations risen from the Terminal Services Contract, does not have sufficient and regular insurance to cover the liability of its own activities and/or has entered into bankruptcy procedures, liquidation or been declared insolvent.
3. Where the LNG of the User for which Terminal Services are to be provided, the LNG vessel or marine or road LNG transportation equipment used to receive Terminal Services, does not meet the operational, technical or other quality requirements set by the Terminal Operator in the valid Terminal Rules applicable to the Terminal.
4. Where due to the technical limitations or characteristics of the Terminal it is not possible to receive the LNG from the User (e.g. due to the size of the LNG vessel).
5. Where providing the Terminal Services would or could lead to personal damages, damages to the Terminal or other property or would be in violation of legislation, regulations or official decisions for reasons beyond the control of the Terminal Operator.

6. Where the provision of Terminal Services is or becomes impossible or unreasonably burdensome for reasons beyond the control of the Terminal Operator.
7. Where the provision of Terminal Services is not possible or is restricted due to planned or unplanned outages for maintenance or similar reasons.

The Terminal Operator is not liable for any costs or damages created due to Terminal Services limitations for the above-mentioned reasons.

5.4 Termination of Terminal Services Contract

The Terminal Operator may terminate the Terminal Services Contract without notice, if

1. The provision of Terminal Services to the user becomes impossible or unreasonably burdensome for reasons beyond the control of the Terminal Operator and the matter has not been resolved within three (3) months; or
2. The User neglects the Terminal Operators written reminders regarding significant late payments to the Terminal Operator or the User has started bankruptcy procedures or liquidation, or an official has determined the User to be insolvent. However, the Terminal Services Contract is not cancelled if the User, bankruptcy administrator or liquidator provides sufficient collateral to the Terminal Operator;
3. The User otherwise causes a situation fundamentally in violation of the Terminal Services Contract and the situation has not been remedied within the reasonable deadline set by the Terminal Operator; or
4. If it becomes evident that User Capacity has been reserved by any User for the purposes of preventing market activities or other similar reasons.

The User may terminate the Terminal Services Contract without notice, if

1. The Terminal Operator is not able to provide Terminal Services as specified in the Terminal Services Contract and the situation continues for over three (3) months; or
2. The Terminal Operator otherwise causes a situation fundamentally in violation of the Terminal Services Contract and the situation has not been remedied within the reasonable deadline set by the User.

5.5 Force Majeure

Force Majeure postpones fulfilment of contractual obligations for the period during which the Force Majeure has existed for each obligation or for the period required to eliminate the Force Majeure consequences.

Force Majeure means circumstances beyond the control of the parties that could not have been reasonably foreseen when the Terminal Services Contract was concluded and that during their existence or after existing prevent or significantly hinder the fulfilment of obligations based on the terminal

services contract and the damage thereby caused cannot be reasonably prevented or removed. Force Majeure includes e.g.: fire, explosion, flooding, earthquake, official permits and decrees, war or mobilisation, unexpected large military drafts, confiscation, import restriction, currency restrictions, restrictions on used power, general raw material or ingredient shortage, strike, labour dispute or other circumstance beyond the control of the parties.

For the sake of clarity, any restrictions imposed to the Terminal operations that affect the provision of Terminal Services due to the COVID-19 pandemic, shall be deemed to form a Force Majeure event of the Terminal Operator.

In the case of the Terminal Operator, Force Majeure also includes Force Majeure affecting the Terminal Operator's subcontractors or service providers.

If a party wishes to plead Force Majeure, the party shall notify the other party in writing and without delay.

5.6 Liability

5.6.1 Liability of the Terminal Operator

The Terminal Operator shall compensate the User for damage caused by the provision of Terminal Services and related contracts, if this damage is caused by the Terminal Operator's intent or negligence. The Terminal Operator's liability shall be limited to direct damages. The limitation of liability, shall not, however, apply in the events of intent or gross negligence.

5.6.2 Liability of the User

The User shall be liable for and compensate the Terminal Operator for any damage caused by the use of Terminal Services and related contracts, if this damage is caused by the User's (or its LNG vessel and/or LNG truck subcontractors) intent or negligence.

Notwithstanding the foregoing, should the User fail to meet the unloading obligations (import) set in Terminal User Schedule and/or User Monthly Schedule for the reserved User Capacity and no swap-arrangement is validly put in place, the User shall either:

- 1) compensate the Terminal Operator for any harm and costs occurred to the Terminal Operator for the procurement of replacing minimum third-party cargo volumes from another User or market to secure the terminal operations. The User is obligated to procure such replacing minimum third party cargo volumes from the Terminal Operator at the procurement cost added with a failure penalty fee of 10 % of the replacing cargo value for non-compliance with the User's delivery obligation in accordance with the agreed schedule. The Terminal Operator shall use reasonable efforts to procure the minimum third-party cargo volumes; or
- 2) if the procurement such replacing minimum third-party cargo volumes are not reasonably possible for the Terminal Operator, compensate the Terminal Operator any direct damages, costs or losses that the Terminal Operator may suffer from the User's failure to deliver. The Terminal Operator's direct damages, costs or losses include possible claims towards the Terminal Operator from other Users or third parties.

Notwithstanding the foregoing, should the User fail to meet the offtake obligations (export) for the reserved User Capacity in accordance with the Terminal User Schedule and User Monthly Schedule, the User shall either:

- 3) compensate the Terminal Operator for any harm and costs occurred to the Terminal Operator for the sales of minimum third-party offtake volumes to another User or market to secure the Terminal operations. The Terminal Operator shall account for the amount received by the Terminal Operator for the sales of such minimum third-party off-take volumes to the User, deducted with a failure penalty fee of 10 % of the sold off-take volume value for non-compliance with the User's offtake obligation in accordance with the agreed schedule. The Terminal Operator shall use reasonable efforts to sell the minimum third-party offtake volumes; or
- 4) if the sale of minimum third-party offtake volumes is not reasonably possible for the Terminal Operator, compensate the Terminal Operator any direct damages, costs or losses that the Terminal Operator may suffer from the User's failure to offtake. The Terminal Operator's direct damages, costs or losses include possible claims towards the Terminal Operator from other Users or third parties.

The limitation of liability, shall not, however, apply in the events of intent or gross negligence.

5.6.3 Limiting damage and responsibility towards third parties

The potentially damaged party shall immediately take all required measures to prevent or limit damage. In case such measures are neglected, and this leads to extended damage, the party is liable for such damage.

In the case of compensations to damaged third parties, the parties are liable for damage caused by their own actions, neglect and equipment.

5.7 Exchange of information

The exchange of information between the Terminal Operator and Third Parties shall be limited to information which is strictly necessary for providing the Terminal Services.

The parties are committed to co-operating in the exchange of information (including the notifications specified in these terminal rules, but not limited to these) in order to ensure the provision of orderly and safe terminal services.

5.8 Notifications to the Monitoring Trustee

In case of suspected non-compliance of the Terminal Operator with these Terminal Rules or the commitments made to the SCA, a Third-Party Users may notify the Monitoring Trustee of such suspected non-compliance. Based on the Third-Party User request, the Monitoring Trustee may propose to the Terminal Operator such measures as the monitoring Trustee considers necessary to ensure the Terminal Operator's fulfilment of the commitments.

If the Monitoring Trustee finds that the Terminal Operator has failed to comply with the commitments, the Monitoring Trustee shall notify both the Terminal Operator and the SCA of the failure.

The contact details of the Monitoring Trustee for the Third-Party User requests and notifications are:

Grant Thornton Sweden AB

Att. Mats Fagerlund (mats.fagerlund@se.gt.com)

Kungsgatan 57

111 22 Stockholm

5.9 Confidentiality and Documents

These Terminal Rules and the service price list are public documents and available to all Third Parties.

The parties commit to the confidentiality of written and verbal information received from each other, if such information contains the other party's business secrets (confidential information). The parties commit to not transferring or revealing confidential information to third parties without the other party's previous written agreement. Confidential information does not include information that has become (by use or transfer) public knowledge due to a contract violation or which has been legally (by means not in violation of this section) obtained by the other party.

Notwithstanding the above, neither party is required to obtain a previous written agreement for disclosing confidential information to:

1. Its own or its affiliates' employees or management, third party contractors or operators who require this information for their obligations related to the Terminal Services Contract, or to professional advisors;
2. A court or public official or other relevant third party requesting the information to the extent required by regulation or official requirements, or for the purposes of court proceedings or arbitration; and
3. the Monitoring Trustee.

Notwithstanding the foregoing, the Terminal Operator shall take reasonable steps to ensure that access to such Third Party information shall be limited within the Terminal Operator's legal entity on a need-to-know basis to those employees of the Terminal Operator who require it to carry out the duties and tasks related to the terminal access services specified herein and that such information shall not be disclosed to other employees of the Terminal Operator.

The disclosing party shall take all reasonable measures to ensure that the receiving third party maintains confidentiality of such information.

The confidentiality obligations specified here are valid throughout the validity of the Terminal Services Contract and will remain valid for three (3) years after the Terminal Services Contract expires.

The Terminal Operator shall retain the ownership rights, property rights and other immaterial rights to any documents submitted to the User based on the Terminal Services Contract. The User may only use such documents to the extent required for own use and for fulfilling the Terminal Services Contract.

The Terminal Operator may use, and process documents provided by the User based on the Terminal Services Contract to the extent required for the Terminal Operator's own use and for fulfilling the Terminal Services Contract.

The Terminal Operator has the right and obligation to process personal data provided to it based on the Terminal Services Contract according to the GDPR regulation as implemented in national legislation, and other regulations applicable to the processing of personal data.

5.10 Applicable Law and Dispute Resolution

These Terminal Rules are governed by the laws of Sweden, except for the conflict-of-law rules.

All possible disputes between the parties regarding the Terminal Rules, Terminal operations and Terminal Services and related separate agreements shall be resolved in negotiations. If an agreement is not reached in negotiations, disputes related to the terminal services contract shall be resolved in final arbitration according to the rules established by the Arbitration Institute of the Swedish Chamber of Commerce. Arbitration takes place in Stockholm, Sweden and is conducted in the English language.