

## EXHIBIT D

### 1 General

- 1.1 *BBL Company* will provide Information Services BBL (hereafter: ISB) to *BBL Shipper* by means of the BBL Information Services website.
- 1.2 *BBL Company* will provide *BBL Shipper* with the support that can be reached by telephone during office hours on business days for operational and technical issues regarding the use of ISB.
- 1.3 The use of ISB can start at the date the Certificate comes into force. *BBL Shipper's* data retrievals by using ISB will be logged by *BBL Company*.
- 1.4 ISB will provide *BBL Shipper* with non-accountable, real-time physical metering data as well as with allocated data.
- 1.5 The maximum data retrieval frequency is once every five minutes for energy data. *BBL Shipper* may select the data retrieval frequency within these limits and subject to a minimum frequency of once per hour. One data retrieval consists of one data set for one measuring point.
- 1.6 Data are not adjusted for disturbances in the measurement and data acquisition system.
- 1.7 ISB will provide *BBL Shipper* with historical metering data concerning the volumes of gas made available at the relevant measuring point and the quality of the gas.
- 1.8 Only accountable data (for billing purposes) are adjusted for disturbances in the measurement and data acquisition system.

### 2 Access

- 2.1 *BBL Company* grants *BBL Shipper* a non-transferable right to access and use ISB. The certification procedure is designed to secure that *BBL Shipper* is provided with data concerning only its own agreement(s).
- 2.2 Access to the web application ISB is based on digital certificates. The administration of the certificates is provided for in Exhibit E, the so-called 'Certificate Practice Statement' (hereinafter: CPS).
- 2.3 *BBL Shipper* shall appoint one or more Certificate Holders according to Exhibit E. *BBL Shipper* shall inform *BBL Company* of the (company) name(s), (email) address(es) and telephone number(s) of Certificate Holder(s).

### 3 Liability

- 3.1 *BBL Company* will exclusively be liable to *BBL Shipper* for direct damage resulting from gross negligence or wilful misconduct of *BBL Company* regarding the performance of ISB.
- 3.2 *BBL Company* shall under no circumstances be liable to *BBL Shipper* for indirect or consequential damage incurred by *BBL Shipper* in connection with ISB, including, without limitation, loss of profits, loss of business expectations or opportunities, loss of contract,

damage to third parties or other consequences that might result from inaccuracy of data, lack of availability of data or the use of data provided under ISB. More specifically, *BBL Company* shall never be liable for consequences of decisions made by *BBL Shipper* based on the provided ISB data. *BBL Company's* responsibility with respect to the certification process and the certificates is provided for in the CPS.

3.3 *BBL Shipper* shall hold harmless and indemnify *BBL Company* for any claim by any third party relating to (the use of) ISB.

3.4 The limitation of liability of this Article 3 is also stipulated on behalf of N.V. Nederlandse Gasunie.

#### **4 Changes**

4.1 These general conditions may be changed by *BBL Company*. The latest version of the general conditions will be published on *BBL Company's* website.

4.2 In case of substantial changes to these general conditions (i.e. changes that are not solely linguistic or procedural and that may affect *BBL Shipper's* position in a negative way), a notice announcing such changes will be published on *BBL Company's* website.

4.3 If *BBL Shipper* does not lodge an objection to changes in the general conditions as set out in this Exhibit E in writing within one month after the date of publication of the new general conditions on *BBL Company's* website, the new general conditions will be applicable with retroactive effect as from the date of publication on *BBL Company's* website.

4.4 Should a controversy between *BBL Shipper* and *BBL Company* arise during the month in which *BBL Shipper* is allowed to lodge an objection according to Article 4.3, the preceding general conditions accepted by *BBL Shipper* will stay applicable until the controversy is settled.

#### **5 Termination**

5.1 *BBL Shipper* is allowed to terminate the *ISB* services as of the first day of a calendar month and giving a one month's written notice to *BBL Company*.

5.2 If *BBL Company* publishes new general conditions containing substantial changes for *BBL Shipper* according to Article 4.2, *BBL Shipper* is allowed to terminate the *ISB* services with immediate effect during one month after publication of the new general conditions on *BBL Company's* website.

5.3 *BBL Company* is allowed to terminate the *ISB* services as of any date, giving a one year's written notice to *BBL Shipper*.

5.4 *BBL Company* is allowed to terminate the *ISB* services with immediate effect

- a. if *BBL Shipper* is declared bankrupt (Dutch: 'in staat van faillissement verklaard');
- b. if *BBL Shipper* terminates its company activities or if its company is being dissolved;
- c. if a change of control takes place within *BBL Shipper's* company.

#### **6 Assignment**

6.1 Assignment of *BBL Shipper's* rights and obligations under this Exhibit D to a third party is not allowed.