

5. TRANSFERORS AND TRANSFEREES

5.1 Each ICE Futures UK Natural Gas Futures Contract, ICE Futures UK Natural Gas (EUR/MWh) Futures Contract, ICE Futures UK Natural Gas Daily Futures Contract, ICE Endex UK OCM Natural Gas Spot Contract, ICE UK Base Electricity Futures Contract (Gregorian), ICE UK Peak Electricity Futures Contract (Gregorian), ICE Deliverable US Emissions Contract, ICE Endex TTF Natural Gas Futures Contract, ICE Endex TTF Natural Gas Working Days Next Week Futures Contract, ICE Endex TTF Natural Gas Daily Futures Contract, ICE Endex PSV Natural Gas Futures Contract, ICE Endex German THE Natural Gas Futures Contract, ICE Endex ZTP Natural Gas Futures Contract, ICE Endex Spot Market TTF Natural Gas Spot Contract, ICE Endex Spot Market ZTP Natural Gas Spot Contract, ICE Endex Spot Market ZTPL Natural Gas Spot Contract, ICE Endex Dutch Power Futures Contract, ICE Endex Belgian Power Base Load Futures Contract; ICE Endex CEGH Austrian VTP Natural Gas Futures Contract, ICE ENDEX French PEG Natural Gas Futures Contract and ICE Endex French PEG Natural Gas Daily Futures Contract subject to delivery obligations allows Sellers and Buyers to nominate Transferors and Transferees respectively. A Transferor or Transferee may be a Seller or Buyer, respectively, itself. Transferors and Transferees are permitted to make or take delivery of Natural Gas, Electricity or Allowances to or from the Clearing House by the prescribed delivery method. The Clearing House permits the nomination of Transferors or Transferees for reasons of convenience of Clearing Members only. Notwithstanding the appointment of a Transferor or Transferee, the relevant Clearing Member remains at all times fully responsible for meeting all of its obligations and liabilities to the Clearing House.

**PART HH: ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

**PART HH ICE ENDEX FRENCH PEG NATURAL GAS FUTURE (“ICE ENDEX PEG NATURAL
GAS FUTURES”) AND ICE ENDEX FRENCH PEG NATURAL GAS DAILY
FUTURES CONTRACT (“ICE ENDEX FRENCH PEG NATURAL GAS DAILY
FUTURES”)**

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a)** The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the GRTgaz Rules and otherwise in accordance with the ICE Endex Rules and this Part HH, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the PEG.
- (b)** The terms “**D+**” or “**D-**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (c)** The term “**Delivery Day**” means the period of 24 consecutive hours beginning at 06:00 hours CET on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Rules and this Part HH and ending at 06:00 hours CET on the following calendar day.
- (d)** The term “**Delivery Month**” means the period beginning at 06:00 hours CET on the first calendar day of the month until 06:00 hours CET on the first calendar day of the next month.
- (e)** The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the GRTgaz Rules and otherwise in accordance with ICE Endex Rules and this Part HH, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the PEG operated by GRTgaz.
- (f)** The term “**French Energy Code**” refers to the code (*Code de l'énergie*) which namely transposes into French law the French grid-based natural gas supply system statutory framework as set out in several European Directives and Regulations, in particular Regulation (EC) no 715/2009 of 13 July 2009 on conditions for access to the natural gas transmission networks and Regulation no 984/2013 and Regulation (EU) 312/2014 of 26 March 2014 on establishing a network code on gas balancing of transmission networks.
- (g)** The term “**GRTgaz**” means GRTgaz, being one of the operators of the Transmission System in France, or any successor thereto.
- (h)** The term “**GRTgaz Terms and Conditions**” means the contract entered into between a Clearing Member and GRTgaz as PEG-only shippers.
- (i)** The term “**GRTgaz Rules**” means the French Energy Code, the GRTgaz Terms and Conditions and any manuals, procedures, practices and directors of GRTgaz that support the operations of the PEG, as amended from time to time.
- (j)** The term “**ICE Endex French PEG Natural Gas Futures Contract**”, or “**Contract**”, means ICE Endex French PEG Natural Gas Future and ICE Endex French PEG Natural Gas Daily Futures.
- (k)** The term “**Invoice Period**” refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments are made from the Buyer to the Seller in respect of completed deliveries.

- (l) The term "Kilowatt Hours" or "kWh" means 3,600,000 joules where "joule" is defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (m) The term "Licensed Shipper" means a Person having executed all necessary agreements with GRTgaz and obtaining the necessary access to the PEG title transfer point in France, as required by the GRTgaz rules, to transfer rights to Natural Gas at the PEG.
- (n) The term "M+" or "M-" means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately preceding the first day of the month in which the Delivery Day specified in the Contract commenced.
- (o) The term "Megawatt Hours" or "MWh" means 1000 kWh, where 1 kWh means 3,600,000 joules and where "joule" is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (p) The term "Natural Gas" means any hydrocarbons or mixture of hydrocarbons and other gases consisting predominantly of methane and, to a lesser extent, ethane, propane and higher hydrocarbons, which at a temperature of 15 degrees Celsius and at an absolute pressure of 1.01325 bar are or is predominantly in the gaseous state where "degree Celsius" and "bar" are as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (q) The term "Net Hourly Position" is calculated by the Clearing House for each Transferee or Transferor associated to a Clearing Member and refers to the net position per hour denominated in kWh between it and each Clearing Member for delivery of Natural Gas under the ICE Endex PEG Natural Gas Futures Contracts to which the Clearing House and that Clearing Member are a party.
- (r) The term "PEG" means, in respect of a Contract, the title transfer point in the Transmission System where the Licensed Shipper exchanges daily quantities of energy with other shippers or with one of the operators of the Transmission System in France.
- (s) The term "Trade Nomination" means in respect of a Contract, either a Disposing Trade Nomination or an Acquiring Trade Nomination, as the case may be, nominated in MWh.
- (t) The term "TRANS@ctions Platform" means GRTgaz's electronic messaging protocol which enables, inter alia, submission of a Trade Nomination to GRTgaz and to access information concerning the submitted Trade Nominations, and any successor system.
- (u) The term "Transmission System" means the set of structures, facilities and systems operated by GRTgaz or under its responsibility, consisting in particular of pipelines, compressor stations, measuring facilities, pressure reduction equipment, block-valve equipment, transmission systems, computer systems, etc. used by GRTgaz to perform the services under the GRTgaz Terms and Conditions.

2. CLEARING HOUSE AUTHORITY

- 2.1 The Clearing Member hereby grants authority to the Clearing House to make Trade Nominations on its behalf and instead of it in connection with deliveries under ICE Endex French PEG Natural Gas Futures Contract. No Clearing Member shall revoke or terminate, nor purport to revoke or terminate, such authorisation. Clearing Members are not required to send Trade Nominations themselves. Clearing Members acknowledge that GRTgaz may take into consideration the Trade Nominations made by the Clearing House and ignore Trade Nominations sent by Buyers, Sellers, Transferors or Transferees.

3. DELIVERY SPECIFICATION

3.1 Delivery

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

Deliveries of ICE Exend French PEG Natural Gas Futures Contracts are effected by the transfer of rights to Natural Gas at the PEG from a Transferor (nominated by the Seller, which may be the Seller

itself) to the Clearing House and from the Clearing House to a Transferee (nominated by the Buyer, which may be the Buyer itself), through the input of Acquiring Trade Nominations and Disposing Trade Nominations into the TRANS@ctions Platform by the Clearing House. GRTgaz will take those Trade Nominations into account when determining whether any costs or charges arise from the balancing regime.

3.2 Quantity

ICE Exend French PEG Natural Gas trades in MWh and is delivered in MWh / kWh.

3.3 Price

The price at which the ICE Exend French PEG Natural Gas Futures Contracts is delivered is the Exchange Delivery Settlement Price (EDSP) for the second Business Day immediately prior to the calendar day on which the Delivery Month for the ICE Exend French PEG Natural Gas Futures Contract commences in accordance with the ICE Exend Rules.

The price at which the ICE Exend French PEG Natural Gas Daily Futures Contract is delivered is the Exchange Delivery Settlement Price (EDSP) for the Business Day immediately prior to the calendar day on which the Delivery Day for the ICE Exend French PEG Natural Gas Daily Futures commences in accordance with the ICE Exend Rules.

3.4 Days and Times

All “timings” or times of day are Central European Time (“CET”) or Central European Summer Time (“CEST”) as applicable.

3.5 Cessation of Trading

(a) ICE Exend French PEG Natural Gas Futures Contract cease trading at 18:00 hours on the day, which is two Business Days prior to the first calendar day of the delivery month, in accordance with these Delivery Procedures and the ICE Exend Rules.

(b) The ICE Exend French PEG Natural Gas Daily Futures Contract cease trading at 18:00 on the business day which is one Business Day prior to the Delivery Day, in accordance with these Delivery Procedures and the ICE Exend Rules.

3.6 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

For ICE Exend French PEG Natural Gas Futures Contract, in accordance with ICE Exend Rules, EFPs and EFSs may be posted up to one hour following the cessation of trading. For the ICE Exend French PEG Natural Gas Daily Futures Contract, in accordance with ICE Exend Rules, EFPs and EFSs may be posted up to thirty minutes following the cessation of trading.

3.7 Notifications by Clearing Members

Clearing Members shall inform the Clearing House as soon as possible of: (i) any clearing services arrangements with Transferors and Transferees that has not been previously notified to the Clearing House; (ii) termination of any clearing services arrangements with Transferors and Transferees; and (iii) default by a Transferor or Transferee under clearing services arrangements with Transferors and Transferees. Notifications made to the Clearing House under this paragraph shall be notified by the Clearing House to GRTgaz.

4. LIABILITY

4.1 The provisions of this paragraph 4 are without prejudice to the generality, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

4.2 The Transmission System, GRTgaz and the TRANS@ctions Platform constitute "Delivery Facilities" for the purposes of Rule 101 of the Rules.

4.3 The Clearing House is not responsible for, and shall have no liability whatsoever as a result of:

(a) the performance or non-performance of GRTgaz of its obligations under the GRTgaz Rules; or

(b) the performance or non-performance of GRTgaz;

4.4 Neither the Buyer nor the Seller, nor their Transferees or Transferors, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of:

(a) any actions taken by the Clearing House pursuant to the GRTgaz Rules; or

(b) (i) technical issues, technical measures, authorisations, limitations, prohibitions or failures arising or imposed on;

(ii) the condition or operation of; or

(iii) the performance or non-performance of,

the Transmission System, GRTgaz and the TRANS@ctions Platform ties except as otherwise expressly provided in the ICE Endex Rules.

The Buyer, the Seller and their respective Transferees and Transferors accept any consequences arising from Trade Nominations made by the Clearing House on their behalf pursuant to paragraph 2.1.

5. DELIVERY CONTRACT SECURITY

The Clearing House makes the delivery information available through the delivery system on a daily basis to Clearing Members with delivery positions.

(a) Buyer's Security

Buyer's Security is calculated by reference to the relevant EDSP plus a "Buyer's Default Top-up". The "Buyer's Default Top-up" is an amount calculated against the possibility of costs or charges arising from the balancing regime under the GRTgaz Rules.

The Clearing House may alter the calculation of Buyer's Security at any time or make adjustments in respect of specific Buyers.

(b) Seller's Security

Seller's Security is calculated against the Seller's Default Price (SDP) for the relevant Delivery Day.

The SDP is calculated by reference to costs and charges arising from the balancing regime under the GRTgaz Rules, or EDSP.

The Clearing House may alter the calculation of Seller's Security at any time or make adjustments in respect of a specific Seller.

6. DELIVERY TIMETABLE FOR ICE ENDEX FRENCH PEG NATURAL GAS: ROUTINE**6.1 ICE Endex French PEG Natural Gas Futures Contract**

<u>2 Business Days prior to the 1st Delivery Day (M-2)</u>		
<u>Cessation of Trading</u>	At 18:00 CET	<u>Monthly Contract ceases trading.</u>
	By 19:00 CET	<u>EFPs and EFSs may be posted up to one hour following the cessation of trading.</u>
<u>M-1</u>		
<u>Provision of Buyer's and Seller's Security</u>	By 10:00 CET	<u>Seller and Buyer must provide the Clearing House with Seller's Security and Buyer's Security as appropriate. This is calculated for all deliverable Open Contract Positions at close of business on D-2 (which corresponds to M-2 for the first delivery day and M-1 for the second).</u>
		<u>The Clearing House may make adjustments to provisional Seller's Security or Buyer's Security by making intra-day calls at this time or other times on this day.</u>
<u>Submission of delivery intentions for ICE Endex French PEG Natural Gas Futures Contract</u>	By 11:30 CET	<u>Buyer and Seller must, for all deliverable Open Contract Positions, submit their delivery intentions via ECS for the ICE Endex French PEG Natural Gas Futures Contract. If delivery details are known, the delivery intentions for ICE Endex French PEG Natural Gas Futures Contract may be submitted to the Clearing House any time from the start of M-2 but must have been submitted by 11:30 CET on M-1.</u>
<u>Nomination of Transferee/Transferor</u>	By 11:30 CET	<u>Seller or Buyer who is nominating a Transferee or Transferor in respect of a Contract must ensure that the Clearing House has in its possession a signed ICE Endex French PEG Natural Gas Futures: Blanket Transferee Form or ICE Endex French PEG Natural Gas Futures Blanket Transferor Form (as applicable) for each nominated Transferee or Transferor. This Transferee/Transferor Form must be signed by the Transferee/Transferor.</u>
	By 11:30 CET	<u>Deadline for position maintenance within ECS.</u> <u>Clearing Members with Open Contract Positions at this time for a Contract Set subject to delivery are obliged to make or take delivery.</u>
	After 11:30 CET	<u>MPFE report available in MFT and ECS to Clearing Members.</u>

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>ICE Endex French PEG Natural Gas Futures Contracts Confirmation Report</u>	<u>By 14:00 CET</u>	<p><u>The ICE Endex French PEG Natural Gas Futures Confirmation Reports, listing all deliverable positions in kWh for the Delivery Month, are made available to Clearing Members electronically. Where Clearing Members will have submitted email details for their Transferee/Transferors, this report will also be emailed directly to the Transferee/Transferors.</u></p> <p><u>It is the responsibility of the Clearing Member to ensure that each nominated Transferee/Transferor has received a copy of the ICE Endex French PEG Natural Gas Futures Conversion and Confirmation Report.</u></p>
	<u>By 15:00 CET</u>	<p><u>Seller and Buyer must each inform the Clearing House of any details on the ICE Endex French PEG Natural Gas Futures Conversion and Confirmation Report that do not match the delivery intentions previously submitted for the ICE Endex French PEG Natural Gas Futures Contract.</u></p> <p><u>Failure to notify the Clearing House by this deadline will constitute acceptance by the Seller and Buyer of their delivery obligations.</u></p> <p><u>If necessary, the Clearing House will then make any appropriate amendments to the Confirmation Report and resend it to Clearing Members.</u></p>
<u>Entry of Disposing and Acquiring Nominations</u>	<u>By 15:00 CET</u>	<p><u>Seller and Buyer must ensure that their nominated Transferees/Transferors have entered the appropriate Disposing Trade Nomination(s)/Acquiring Trade Nominations(s) into the TRANS@ctions Platform.</u></p> <p><u>If by 16:30 CET one such Trade Nomination has not been accepted by GRTgaz, the Clearing House, or its agent, may direct the Seller (or its Transferor) or the Buyer (or its Transferee) who submitted the Trade Nomination to amend or withdraw such Trade Nomination on such terms as the Clearing House may consider appropriate until such Trade Nomination is accepted by GRTgaz.</u></p> <p><u>In the event that the Seller (or its Transferor) or Buyer (or its Transferee) have entered a Trade Nomination Quantity different from that appearing on the ICE Endex French PEG Natural Gas Futures Confirmation Report, which has been accepted by GRTgaz under GRTgaz Rules, the Clearing House or its agent may direct the Seller (or its Transferor) or the Buyer (or its Transferee) to amend or withdraw such Trade Nomination on such terms as the Clearing House may consider appropriate.</u></p>

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

	<u>M-1</u>	
<u>Submission of Nominations</u>	By <u>10:00</u> <u>CET</u>	<u>The Clearing House makes Daily Summary Report available. The report identifies the positions that are deliverable.</u>
		<u>The appointed nomination agent will make the nominations to GRTgaz representing the final delivery position held at the Clearing House.</u>
	<u>Delivery Day (D) (or next Business Day if D is a non-Clearing Day)</u>	
	By <u>10:00</u> <u>CET</u>	<u>The Clearing House makes the Daily Summary Report available.</u>
	<u>D+1</u>	
<u>Payment, Seller's Security and Buyer's Default Top Up</u>	By <u>10:00</u> <u>CET</u>	<u>Seller's Security for actual delivered amount is released.</u> <u>The Clearing House releases the 'Buyer's Default Top-up' portion of the Buyer's Security on confirmed deliveries.</u> <u>Buyers make contract payment via their Nominated Accounts in respect of deliveries for the preceding delivery day. Buyer's Security is released as part of the payment transaction</u> <u>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding delivery day.</u>
<u>Invoice and Account Sale Details</u>	<u>One Day following the end of the Invoice Period</u>	
	By <u>10:00</u> <u>CET</u>	<u>The Clearing House makes the Invoices and Account Sales available to Seller and Buyer for the Invoice Period.</u>

Note: the above timetables can be altered without notice at the discretion of the Clearing House, including in the circumstances set out at Clause 4.4(a) and (b).

6.2 ICE Endex French PEG Natural Gas Daily Futures Contract

	<u>1 Business Day prior to the Delivery Day (D-1)</u>	
<u>Cessation of Trading</u>	At <u>18:00</u> <u>CET</u>	<u>Daily Contract ceases trading.</u>

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>Submission of delivery intentions for ICE Exend French PEG Natural Gas Daily Futures Contract</u>	<u>By 18:30 CET</u>	<u>Buyer and Seller must, for all deliverable Open Contract Positions, submit delivery intentions via ECS for ICE Exend French PEG Natural Gas Daily Futures Contract.</u>
<u>Nomination of Transferee /Transferor</u>	<u>By 18:30 CET</u>	<u>Seller or Buyer who is nominating a Transferee or Transferor in respect of a Contract must ensure that the Clearing House has in its possession a signed ICE Exend French PEG Natural Gas: Blanket Transferee Form or ICE Exend French PEG Natural Gas: Blanket Transferor Form (as applicable) for each nominated Transferee or Transferor. This Transferee/Transferor Form must be signed by an authorised signatory of the Transferee/Transferor.</u>
	<u>By 18:30 CET</u>	<u>EFPs and EFSs may be posted up to one hour following the cessation of trading.</u>
	<u>By 18:30 CET</u>	<u>Settlement instructions and Open Contract Positions transfers are entered for expired Contracts.</u> <u>Clearing Members with Open Contract Positions at this time for a Contract Set subject to delivery are obliged to make or take delivery.</u>
	<u>After 18:30 CET</u>	<u>MPFE report available in MFT and ECS to Clearing Members.</u>
<u>ICE Exend French PEG Natural Gas Daily Futures Conversion and Confirmation Report</u>	<u>After 18:00 CET</u>	<u>The ICE Exend French PEG Natural Gas Daily Futures Conversion and Confirmation Reports, listing all deliverable positions in kWh for the Delivery Day, are made available to Clearing Members electronically. Where Clearing Members will have submitted email details for their Transferee/Transferors, this report will also be emailed directly to the Transferee/Transferors.</u> <u>It is the responsibility of the Clearing Member to ensure that each nominated Transferee/Transferor has received a copy of the ICE Exend French PEG Natural Gas Daily Futures Conversion and Confirmation Report.</u>
	<u>By 20:00 CET</u>	<u>Seller and Buyer must each inform the Clearing House of any details on the ICE Exend French PEG Natural Gas Daily Futures Conversion and Confirmation Report that do not match the delivery intentions that they submitted previously.</u> <u>Failure to notify the Clearing House by this deadline will constitute acceptance by the Seller and Buyer of their delivery obligations.</u> <u>If necessary, the Clearing House will then make any appropriate amendments to the ICE Exend French PEG Natural Gas Daily Futures Conversion and Confirmation Report and resend it to Clearing Members.</u>

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>Notification file to Nomination Agent</u>	<u>By 20:00 CET</u>	<u>The Clearing House will send to its appointed nomination agent a notification file detailing the nominations to be made between the Clearing House and the Seller (or the Seller's Transferor), and the nominations to be made between the Clearing House and the Buyer (or the Buyer's Transferee).</u>
<u>Delivery Day (D) (or next Business Day if D is a Non-Clearing Day)</u>		
<u>Provision of Buyer's and Seller's Security</u>	<u>By 10:00 CET</u>	<u>Seller and Buyer must provide the Clearing House with Seller's Security and Buyer's Security as appropriate. This is calculated for all deliverable Open Contract Positions at close of business on D-1.</u> <u>The Clearing House may make adjustments to provisional Seller's Security or Buyer's Security by making intra-day calls at this time or other times on this day.</u>
		<u>The Clearing House makes Daily Summary Report available.</u>
<u>D+1</u>		
<u>Final Confirmation of Delivery Report</u>	<u>By 10:00 CET</u>	<u>The Clearing House makes the Daily Summary Report available for the previous day's deliveries.</u>
<u>Seller's Security and Buyer's Default Top Up</u>	<u>By 10:00 CET</u>	<u>Seller's Security for actual delivered amount is released.</u> <u>The Clearing House releases the 'Buyer's Default Top-up' portion of the Buyer's Security on confirmed deliveries.</u>
<u>Payment</u>	<u>By 10:00 CET</u>	<u>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding day as detailed on the Invoice and Account Sale report.</u> <u>Buyer pays contract value for both performed and failed delivery amounts in respect of deliveries for the preceding month as detailed on the Invoice and Account Sale Report. Buyer's Security is released as part of the payment transaction.</u> <u>N.B. A credit note may be issued at a later date against the failed deliveries.</u>
<u>One Day following the end of the Invoice Period</u>		
<u>Invoice and Account Sale Details</u>	<u>By 10:00 CET</u>	<u>The Clearing House makes the Invoice and Account Sale Report available to Seller and Buyer for the Invoice Period.</u>

7. DELIVERY TIMETABLE FOR ICE ENDEX FRENCH PEG NATURAL GAS: FAILED DELIVERY

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT****7.1 ICE Endex French PEG Natural Gas Futures Contracts**

	<u>D+2</u>	
<u>Seller's Security and Buyer's Default Top Up</u>	<u>By 10:00 CET</u>	<u>In the event of a failed delivery, the Clearing House may call additional Seller's Security and/or Buyer's Security.</u>
	<u>10 Business Days following the month or week of delivery (M +10)</u>	
<u>Failed Delivery</u>	<u>By 10:00 CET</u>	<u>The Clearing House makes the Invoice and Credit Note Report available to Sellers and Buyers for the previous month's failed deliveries.</u>
	<u>12 Business Days following the month or week of delivery (M +12)</u>	
<u>Payment for Failed Delivery</u>	<u>By 10:00 CET</u>	<u>Seller makes payment for previous month's failed deliveries.</u> <u>Buyer makes/receives payment or takes receipt for previous month's failed deliveries.</u>
	<u>13 Business Days following the month or week of delivery (M +13)</u>	
<u>Release of Seller's and Buyer's Security against Failed Deliveries</u>	<u>By 10:00 CET</u>	<u>Seller's Security and Buyer's Security held against failed deliveries is released following confirmation that payment has been made for all failed deliveries for the Delivery Month.</u>

Note: in the event of a failed delivery, the Clearing House may retain Buyer's Security and/or Seller's Security

7.2 ICE Endex French PEG Natural Gas Daily Futures Contract

	<u>D+2</u>	
<u>Seller's Security and Buyer's Default Top up</u>	<u>By 10:00 CET</u>	<u>In the event of a failed delivery, the Clearing House may call additional Seller's Security and/or Buyer's Security.</u>
	<u>24 to 29 Business Days following the Delivery Day (D+24 to D+29)</u>	
<u>Failed Delivery</u>	<u>By 10:00 CET</u>	<u>The Clearing House makes the Invoice and Credit Note Report available to Sellers and Buyers for the failed deliveries.</u>
	<u>26 to 40 Business Days following the Delivery Day (D+26 to D+40)</u>	
<u>Payment for Failed Delivery</u>	<u>By 10:00 CET</u>	<u>Seller makes payment for the failed deliveries.</u> <u>Buyers make/receive payment or take receipt for the failed deliveries.</u>
	<u>27 to 41 Business Days following the Delivery Day (D+27 to D+41)</u>	

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>Release of Seller's and Buyer's Security against Failed Deliveries</u>	<u>By 10:00 CET</u>	<u>Seller's Security and Buyer's Security held against failed deliveries is released following confirmation that payment has been made.</u>
--	----------------------------	--

Note: in the event of a failed delivery, the Clearing House may retain Buyer's Security and/or Seller's Security.

Note: the above timetables can be altered without notice at the discretion of the Clearing House.

8. INVOICE AND ACCOUNT SALE CALCULATION**1.2 Invoice and Account Sale**

(a) Previous Month's Deliveries

The Invoice and Account Sale Report gives details of all deliveries made during the Invoice Period.

Confirmed deliveries:

kWh * EDSP * 1 MWh / 1000 kWh, plus any other costs of the Clearing House as applicable

Where

kWh = the number of kilowatt hours delivered.

EDSP = The relevant Exchange Delivery Settlement Price for the day of delivery, quoted in Euros per MWh.

Failed Deliveries

kWh * Delivery Failure Cost * 1 MWh / 1000 kWh, plus any other costs of the Clearing House as applicable

Where

kWh = the number of kilowatt hours delivered.

Delivery Failure Cost = the costs of the Clearing House by kWh incurred from GRTgaz in accordance with the GRTgaz Rules in respect of any failure by a Clearing Member to correctly make a delivery.

(b) Daily Deliveries

The Invoice and Account Sale Report gives details of all deliveries made during the Invoice Period.

Confirmed deliveries:

kWh * EDSP * 1 MWh / 1000 kWh, plus any other costs of the Clearing House as applicable

Where

kWh = the number of kilowatt hours delivered.

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

EDSP = The relevant Exchange Delivery Settlement Price for the day of delivery, quoted in Euros per MWh.

Failed Deliveries

kWh * Delivery Failure Cost * 1 MWh / 1000 kWh, plus any other costs of the Clearing House as applicable

Where

kWh = the number of kilowatt hours delivered.

Delivery Failure Cost = the costs of the Clearing House by kWh incurred from GRTgaz in accordance with the GRTgaz Rules in respect of any failure by a Clearing Member to correctly make a delivery.

8.1 Invoice/Credit Note for Failed Deliveries

The Invoice and Credit Note Report gives details of the proportion of the Clearing House's costs, incurred from GRTgaz, allocated to Clearing Members as a result of Buyer's and Seller's failed deliveries.

Credit Notes are issued to Buyers up to the contract value of the failed delivery, dependent on the value received by the Clearing House from GRTgaz. In the event that the value received by the Clearing House is in excess of the contract value, any such excess will be passed on to ICE Endex.

The Clearing House's costs are allocated *pro rata* to those Clearing Members whose failed deliveries have caused the Clearing House's net costs or charges arising from the balancing regime under GRTgaz Rules.

9. DELIVERY DOCUMENTATION SUMMARY**9.1 ICE Endex French PEG Natural Gas Futures Contract**

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>Daily Summary Report</u>	<u>This report summarises on a daily basis the deliverable positions by Transferee/Transferor.</u>	<u>By 10:00 CET Daily</u>
<u>Daily Detail Report</u>	<u>This report provides details of each day's deliveries.</u>	<u>By 10:00 CET Daily</u>
<u>ICE Endex French PEG Natural Gas Futures Contracts: Blanket Transferee Form</u>	<u>Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex PEG Natural Gas Daily Futures Contracts Delivery Confirmation form.</u>	<u>By 11:30 CET on M-1</u>

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>ICE Endex French PEG Natural Gas Futures Contracts: Blanket Transferor Form</u>	<u>Where applicable, the Seller must ensure that this form is submitted by the Transferor. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex French PEG Natural Gas Daily Futures Contracts Delivery Confirmation form.</u>	<u>By 11:30 CET on M-1</u>
<u>ICE Endex French PEG Natural Gas Futures Contracts Confirmation Report</u>	<u>When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferee(s) and Transferor(s). It is a Transferee/Transferor order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part HH from first Delivery Day to last Delivery Day; lots to be delivered; and a statement that if the Transferee/Transferor fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and the Clearing House will submit the Trade Nomination(s) to GRTgaz based on the Net Hourly Position of the Clearing Member, by the relevant deadline.</u>	<u>By 14:00 CET on M-1</u>
<u>ICE Endex French PEG Natural Gas Futures Contracts Invoice and Account Sale</u>	<u>The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; contracted MWh; actual delivered (matched) MWh; price in Euros per MWh; value of Natural Gas.</u>	<u>By 10:00 CET on the day following the Invoice Period</u>
<u>Invoice Report and Credit Note Report: Failed Deliveries</u>	<u>The report gives Buyers and Sellers with failed deliveries during the previous Delivery Month details of Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; Delivery Day; amount of failed delivery long (MWh); amount of failed delivery short (MWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.</u>	<u>M+10 at 10:00 CET.</u>

9.2 ICE Endex French PEG Natural Gas Daily Futures Contract

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

PART HH:**ICE ENDEX FRENCH PEG NATURAL GAS FUTURES AND
ICE ENDEX FRENCH PEG NATURAL GAS DAILY FUTURES CONTRACT**

<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>Daily Summary Report</u>	<u>This report summarises on a daily basis the deliverable positions by Transferee/Transferor.</u>	<u>By 09:00 CET Daily</u>
<u>ICE Endex French PEG Natural Gas: Blanket Transferee Form</u>	<u>Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to in the delivery intentions previously submitted for the ICE Endex French PEG Natural Gas Daily Futures Contract.</u>	<u>By 18:30 CET on D-1</u>
<u>ICE Endex French PEG Natural Gas: Blanket Transferor Form</u>	<u>Where applicable, the Seller must ensure that this form is submitted by the Transferor to the Clearing House. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to in the delivery intentions previously submitted for the ICE Endex French PEG Natural Gas Daily Futures Contract.</u>	<u>By 18:30 CET on D-1</u>

<u>ICE Endex French PEG Natural Gas Daily Futures Conversion and Confirmation Report</u>	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferee(s) and Transferor(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of this Part F from first Delivery Day to last Delivery Day; lots to be delivered; details of the Acquiring and/or Disposing Trade Nomination(s) to be entered by the Transferees/Transferors; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and Transferee/Transferor will enter the correct Acquiring and/or Disposing Trade Nomination(s) into the TRANS@ctions Platform, by the relevant deadline and that the trade(s) nominations will not be amended or withdrawn unless instructed to do so by the Clearing House.	By 14:00 CET on M-1
<u>ICE Endex French PEG Natural Gas Daily Futures Invoice Report and Account Sale Report</u>	The report gives Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Day; contracted kWh; actual delivered (matched) kWh; price in pence per Therm; value of Natural Gas; and a summary of the Invoice and Account Sale.	By 10:00 CET on the day following the Invoice Period
<u>Invoice Report and Credit Note Report: Failed Deliveries</u>	The report gives Buyers and Sellers with failed deliveries details of Clearing Member mnemonic; Clearing Member account; contract; Delivery Day; amount of failed delivery long (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.	M+10 at 10:00 CET