HYNETWORK SERVICES

Annex 6. Pipeline Flexibility Service[1]

1. Definitions and interpretation

Unless explicitly stated otherwise the following words and expressions have the following meaning in this Annex:

"Authorised Imbalance":
means one or more of the following:
(a) a Parking Imbalance not exceeding the Parking Allowance; or
(b) a Loan Imbalance the absolute value of which does not exceed the Loan Allowance.

"Borrowed Gas":
means Gas that has been received from the relevant HNS Sub-Transport System by or on account of Shipper under the Loan Service from time to time and which has not been replenished.

"Cumulative Imbalance":
means, at the end of every five (5) minutes period, the quantity of Gas in kWh (net) calculated as follows:

$$CI = PCI + I$$

where:

CI is the Cumulative Imbalance at (t);
PCI is the previous Cumulative Imbalance at the end of the previous five (5) minutes period (t-1); and
I is the Imbalance in the five (5) minutes period between (t) and (t-1).

"Firm PFA":
means the part of the Pipeline Flexibility Allowance as described in paragraph (4.1.1a) of Article 4.1.1.

"Imbalance":
means, in respect of a period of time, the difference between the quantity of Gas made available by or on account of Shipper at the Entry Point(s) and the quantity of Gas taken by or on account of Shipper at the Exit Point(s) in the relevant HNS Sub-Transport System during that period under a Sub-Portfolio regarding the relevant HNS Sub-Transport System. For any period, an Imbalance is positive when the quantities made available by or on account of Shipper exceed the quantities taken by or on account of Shipper, and negative when the quantities taken by or on account of Shipper exceed the quantities made available by or on account of Shipper during the same period.

"Interruptible PFA":
means the part of the Pipeline Flexibility Allowance in paragraph (4.1.1b) of Article 4.1.1.

"Loan Allowance":
means the maximum cumulative quantity of Gas in kWh (net) that may be borrowed by Shipper from the relevant HNS Sub-Transport System under each Sub-Portfolio, as determined from time to time by HNS acting as a Reasonable and Prudent party in accordance with Article 4.1.

[1] TBD: practicalities on the PFS will be added at a later stage in a separate attachment to this Annex.

"Loan Imbalance":
has the meaning given thereto in Article 2.3.2.

"Loan Service":
means the service provided by HNS to Shipper in accordance with Article 2.3.

"Parked Gas":
means Gas which HNS stores in the relevant HNS Sub-Transport System on account of Shipper under the Parking Service from time to time and which has not been delivered to or on account of Shipper.

"Parking Allowance":
Means the maximum cumulative quantity of Gas in kWh (net) that may be stored by Shipper in the relevant HNS Sub-Transport System under each Sub-Portfolio, as determined from time to time by HNS acting as a Reasonable and Prudent party in accordance with Article 4.1.

"Parking Imbalance":
has the meaning given thereto in Article 2.2.2.

"Parking Service":
means the service provided by HNS to Shipper in accordance with Article 2.2.

"Pipeline Flexibility Allowance":
means the Loan Allowance and the Parking Allowance.

"Pipeline Flexibility Fee":
means a fixed service fee to be paid by Shipper to HNS for making available the Pipeline Flexibility Service on a take-or-pay basis, as stipulated in the relevant Contract Data Sheet, chargeable in Euro.

"Pipeline Flexibility Service":
means the Parking Service and the Loan Service.

"Total Commercially Available Pipeline Flexibility Allowance":
means the aggregate of all Pipeline Flexibility Allowances that is commercially made available to shippers on a HNS Sub-Transport System as determined from time to time by HNS acting as a Reasonable and Prudent party in accordance with Article 4.1.

"Unauthorised Imbalance":
means any Imbalance that is not an Authorised Imbalance.

2. Pipeline Flexibility Service

2.1 Pipeline Flexibility Service

2.1.1 This Annex applies to the temporary Pipeline Flexibility Service that applies to each Contracted Capacity.

2.1.2 Parties acknowledge that the Pipeline Flexibility Service:[2]

a. is a newly developed service in respect of which HNS has no prior experience. Parties agree to act in a cooperative manner to implement this service taking into account the operational and technical constraints of the relevant HNS Sub-Transport System;
b. is provided in the various HNS Sub-Transport Systems. For operational and technical reasons different conditions may apply per HNS Sub-Transport System and during the various operational phases of each system, subject to the terms of this Annex;
c. is provided for a relative low price based on the (IT related) operating costs;
d. is made available as a temporary service by HNS on a full discretionary basis; and
e. is provided by HNS to facilitate the market as much as possible by offering the operational pressure range of the relevant HNS Sub-Transport System. However, Parties agree that the use of the Pipeline Flexibility Service by the Shipper shall be monitored closely and measures, including penalties, will be imposed to ensure safety and availability of the relevant HNS Sub-Transport System and the Services.

2.2 Parking Service

2.2.1 Shipper may store quantities of Gas in the relevant HNS Sub-Transport System, by causing a positive Imbalance to occur in any five (5) minutes period. Such stored quantities in aggregate with Parked Gas that was already stored in the relevant HNS Sub-Transport System on account of Shipper under a Sub-Portfolio in respect of the relevant HNS Sub-Transport System shall not exceed the Parking Allowance.

2.2.2 The total quantities of Gas stored in the relevant HNS Sub-Transport System by Shipper under Article 2.2.1 at any time will be deemed to be the amount, not exceeding the Parking Allowance, of the positive Cumulative Imbalance at that time ("**Parking Imbalance**").

2.2.3 HNS is not required to provide the Parking Service to the extent that (i) to do so would result in the Parking Allowance being exceeded or (ii) there is a Loan Imbalance. Shipper must replenish all Borrowed Gas before storing quantities of Gas under Article 2.2.1.

2.2.4 HNS is not obligated to provide the Parking Service to the extent that, in HNS' reasonable opinion, there is insufficient Cushion Gas available to facilitate the Parking Service.

[2] HNS will make available a "Virtual Hydrogen Transfer Point" to facilitate trade via a Hydrogen Title Transfer Facility.

2.2.5 If:

a. HNS believes on reasonable grounds that its ability to provide the Services in respect of Contracted Capacity under the Agreement or any other agreement may be impaired by the quantities of Parked Gas at that time; and

b. HNS gives a written notice to Shipper to withdraw some or all of the Parked Gas,

then Shipper must, within [2] [Days], cause negative Imbalances to occur which, in aggregate over those [Days], equal the quantities of Gas notified by HNS under paragraph (b). All quantities of Gas not withdrawn by Shipper in accordance with paragraph (b) will be deemed to be Unauthorised Imbalances.

2.3 Loan Service

2.3.1 Shipper may borrow quantities of Gas from the relevant HNS Sub-Transport System, by causing a negative Imbalance to occur on any five (5) minutes period. Such borrowed quantities in aggregate with Borrowed Gas that was already outstanding in the relevant HNS Sub-Transport System on account of Shipper under a Sub-Portfolio in respect of the relevant HNS Sub-Transport System shall not exceed the Loan Allowance.

2.3.2 The total quantities of Gas borrowed from the relevant HNS Sub-Transport System by Shipper under Article 2.3.1 at any time will be deemed to be the amount, not exceeding the Loan Allowance, of the absolute value of the negative Cumulative Imbalance at that time ("**Loan Imbalance**").

2.3.3 HNS is not required to provide the Loan Service to the extent that (i) to do so would result in the Loan Allowance being exceeded or (ii) there is a Parking Imbalance. Shipper must take delivery of all Parked Gas before borrowing quantities of Gas under Article 2.3.1.

2.3.4 HNS is not obligated to provide the Loan Service to the extent that, in HNS' reasonable opinion, there is insufficient Cushion Gas available to facilitate the Loan Service.

2.3.5 If:

a. HNS believes on reasonable grounds that its ability to provide Services in respect of Contracted Capacity under the Agreement or any other agreement may be impaired by the quantities of Borrowed Gas outstanding on account of Shipper at that time; and

b. HNS gives a written notice to Shipper to replenish some or all of the Borrowed Gas,

then Shipper must, within [2] [Days], cause positive Imbalances to occur which, in aggregate over those [Days], equal the quantities of Gas notified by HNS under paragraph (b). All quantities of Gas not replenished by Shipper in accordance with paragraph (b) will be deemed to be Unauthorised Imbalances.

3. Use of Pipeline Flexibility Allowance

3.1 1:1 phase

3.1.1 If and when Shipper is the only shipper having one or more Contract Data Sheets in effect in respect of a HNS Sub-Transport System, Article 3.2 up to and including Article 3.6 shall not apply in respect of this HNS Sub-Transport System. Instead the section of the Operating Manual describing the "1:1 phase" shall apply in respect thereto.

3.1.2 On the day a Contract Data Sheet of a second shipper becomes effective in respect of the relevant HNS Sub-Transport System, Article 3.2 up to and including Article 3.6 shall become effective and Article 3.1.1 and the section of the Operating Manual describing the "1:1 phase" shall cease to be effective in respect of the relevant HNS Sub-Transport System. HNS shall provide Shipper with [•] prior notice thereof.

3.2 Unauthorised Imbalance

3.2.1 Shipper guarantees to HNS that at no time an Unauthorised Imbalance shall arise for whatever reason. Shipper shall take all actions as may be useful or desirable to prevent an Unauthorised Imbalance to arise and if an Unauthorised Imbalance has arisen, Shipper shall take all actions to cease the Unauthorised Imbalance as soon as possible.

3.3 Action Alert

3.3.1 In the event that HNS determines that Shipper's Imbalance becomes or may become equal to or in excess of [•]% of its Parking Allowance or [•]% of its Loan Allowance, as the case may be, HNS may issue an Action Alert as set out herein to forestall the situation that an Unauthorised Imbalance may arise.[3]

3.3.2 Upon issuance of an Action Alert, HNS can advise the Shipper to take any of the following actions, or other similar actions:

a. temporarily increase, decrease [or cease] the flow of Entry Gas and/or Exit Gas at one or more specified Entry Points or Exit Points to prevent an Unauthorised Imbalance from occurring;
b. [•].

3.3.3 A failure or delay by HNS to issue an Action Alert does not in any way limit the Shipper's liability under the Agreement (including this Annex).

3.4 Critical Alert

3.4.1 In the event that HNS determines that an Unauthorised Imbalance occurs, HNS may issue a Critical Alert as set out herein.

3.4.2 Upon issuance of a Critical Alert, HNS can instruct the Shipper to take any of the following actions, or other similar actions:

[3] Note HNS: final percentages to be determined by HNS.

a. temporarily increase, decrease [or cease] the flow of Entry Gas and/or Exit Gas at one or more specified Entry Points or Exit Points at a flow rate specified by HNS [to bring Shipper's Imbalance below its Parking Allowance or Loan Allowance, as the case may be];
b. [●].

In addition, if HNS acting as a Reasonable and Prudent party finds this useful, HNS may itself take the steps referred to under paragraph (a) above and/or take such other measures as HNS deems useful for that purpose without any liability towards the Shipper and/or rights of reimbursement for the Shipper.

3.4.3 Upon receipt of a Critical Alert the Shipper shall take such actions as required to comply with the instruction made by HNS in accordance with Article 3.4.2 and such other actions as may be useful or desirable to bring Shipper's Imbalance below its Parking Allowance or Loan Allowance, as the case may be. The Shipper must comply with a Critical Alert within the time period set forth therein.

3.4.4 In the event that an Unauthorised Imbalance occurs, then the Shipper shall be subject to a charge equal to [●] Euro for every [5 minutes] that this situation lasts.

3.4.5 A failure or delay by HNS to issue a Critical Alert does not in any way limit the charges or Shipper's liability under the Agreement (including this Annex).

3.5 Cut-off Alert

3.5.1 In the event that HNS determines that Shipper's Imbalance becomes equal to or in excess of [●]% of its Parking Allowance or [●]% of its Loan Allowance, as the case may be, HNS may issue a Cut-off Alert as set out herein.[4]

3.5.2 Upon issuance of a Cut-off Alert, HNS can instruct the Shipper to take any of the following actions, or other similar actions:

a. temporarily increase, decrease or cease the flow of Entry Gas and/or Exit Gas at one or more specified Entry Points or Exit Points at a flow rate specified by HNS to bring Shipper's Imbalance below its Parking Allowance or Loan Allowance, as the case may be;
b. [●].

In addition, HNS may itself take the steps referred to under paragraph (a) above and/or for that purpose flare quantities of Shipper's Gas without any right of reimbursement or replacement for Shipper as the Party that shall be deemed to be liable for such Gas loss.

Further, the Shipper shall enter into deliberation with HNS to prevent future situations where Shipper's Parking Imbalance or Loan Imbalance may become equal to or in excess of its Parking Allowance or Loan Allowance, as the case may be.

3.5.3 Upon receipt of a Cut-off Alert the Shipper shall take such actions as required to comply with the requests made by HNS in accordance with Article 3.5.2 and such other actions as may be useful or desirable to bring Shipper's Parking Imbalance or Loan Imbalance below

[4] Note HNS: final percentages to be determined by HNS.

its Parking Allowance or Loan Allowance, as the case may be. Conformance with these instructions will be mandatory.

3.5.4 In the event that Shipper's Imbalance becomes equal to or in excess of [●]% of its Parking Allowance or [●]% of its Loan Allowance, then the Shipper shall be subject to a charge equal to [●] Euro for every [5 minutes] that this situation lasts. In addition, upon the Shipper having an Imbalance equal to or in excess of [●]% of its Parking Allowance or [●]% of its Loan Allowance more than [●] times in a [year], HNS has the right to suspend or terminate the Shipper's right to use the Pipeline Flexibility Service without any right for compensation for Shipper. [5] For clarification, HNS may reduce the Pipeline Flexibility Allowance to zero in which case Article 6 (*Balancing*) of the GTC applies in full without regard to the Pipeline Flexibility Service. This does not entitle the Shipper to suspend or terminate its rights and/or obligations in respect of its Contracted Capacity or any other Service.

3.5.5 A failure or delay by HNS to issue a Cut-off Alert does not in any way limit the charges or Shipper's liability under the Agreement (including this Annex).

3.6 Imbalance Alert

3.6.1 If and when the Pipeline Flexibility Allowance is reduced to zero, or the Pipeline Flexibility Service is suspended or terminated, this Article 3.6 shall apply.

3.6.2 Shipper shall, in accordance with Article 6 (*Balancing*) of the GTC, make available Entry Gas and take Exit Gas in each Sub-Portfolio at an equal rate per [Hour] in accordance with Operating Manual.

3.6.3 Shipper guarantees to HNS that at no time an Imbalance shall arise for whatever reason. Shipper shall take all actions as may be useful or desirable to prevent an Imbalance to arise and if an Imbalance has arisen, Shipper shall take all actions to cease the Imbalance from occurring as soon as possible.

3.6.4 In the event that HNS determines that an Imbalance occurs, HNS may issue an Imbalance Alert as set out herein.

3.6.5 Upon issuance of an Imbalance Alert, HNS can instruct the Shipper to take any of the following actions, or other similar actions:

a. temporarily increase, decrease or cease the flow of Entry Gas and/or Exit Gas at one or more specified Entry Points or Exit Points at a flow rate specified by HNS to cease the occurrence of the Imbalance;
b. enter into deliberation with HNS to prevent future situations where an Imbalance may occur.

In addition, HNS may itself take the steps referred to under paragraph (a) above and/or for that purpose flare Shipper's Gas without any right of reimbursement or replacement for Shipper as the Party that shall be deemed to be liable for such Gas loss.

3.6.6 Upon receipt of an Imbalance Alert the Shipper shall take such actions as required to comply with the requests made by HNS in accordance with Article 3.6.5 and such other

[5] Note HNS: final percentages to be determined by HNS.

actions as may be useful or desirable to cease the Imbalance from occurring. Conformance with these instructions will be mandatory. If the Shipper does not comply with these instructions HNS has the right to suspend or terminate the Shipper’s right to use Contracted Capacity without any right for compensation for Shipper.

3.6.7 In the event that an Imbalance occurs, Shipper shall be subject to a charge equal to [•] Euro for every [5 minutes] [Hour] that this situation lasts. In addition, if an Imbalance occurs more than [•] times in a [Year], HNS has the right to suspend or terminate the Shipper’s right to use Contracted Capacity without any right for compensation for Shipper.

3.6.8 A failure or delay by HNS to issue an Imbalance Alert does not in any way limit the charges or Shipper’s liability under the Agreement (including this Annex).

4. Adjustments to Pipeline Flexibility Allowances

4.1 <u>Adjustments to Pipeline Flexibility Allowances</u>

4.1.1 The Pipeline Flexibility Allowance made available to Shipper per Contracted Capacity consists of Firm PFA and Interruptible PFA and is determined on the following basis:

a. the Firm PFA is the part of a Shipper's Pipeline Flexibility Allowance equal to a certain percentage of Shipper's Contracted Capacity in the relevant HNS Sub-Transport System. A Shipper's Firm PFA is not subject to change, other than in accordance with Article 4.1.4;

b. the Total Commercially Available Pipeline Flexibility Allowance that is not allocated to shippers in the relevant HNS Sub-Transport System as Firm PFA is made available as Interruptible PFA to those shippers. The Interruptible PFA made available to each individual shipper is determined [per year] by HNS as a Reasonable and Prudent party and is equal to the percentage that Shipper's Contracted Capacity in a Sub-Portfolio represents of the expected total contracted capacity of all shippers in the relevant HNS Sub-Transport System for the relevant [year] over the part of the Total Commercially Available Pipeline Flexibility Allowance available for Interruptible PFA. HNS will provide a schedule to the relevant shippers for the relevant [year] with the potential expected changes to their Interruptible PFA during that [year] at least [2 months] before the start of the relevant year. During the relevant [year] the Interruptible PFA is not subject to change, other than in accordance with Article 4.1.4.

4.1.2 The aggregate of all Pipeline Flexibility Allowances of all shippers in the relevant HNS Sub-Transport System cannot be more than the Total Commercially Available Pipeline Flexibility Allowance in the relevant HNS Sub-Transport System from time to time.

4.1.3 If Shipper has not contracted Contracted Capacity [three months] before the start of the relevant [year] referenced in paragraph (4.1.1b) of Article 4.1.1 it will not have access to any Pipeline Flexibility Allowance in that [year].

4.1.4 The Total Commercially Available Pipeline Flexibility Allowance is subject to periodic review and continuing monitoring by HNS, taking into account, inter alia, both physical properties (e.g., length, diameter, age) and operational aspects (e.g. number of active and expected future shippers, flow directions, pressure drops, utilization rates and existing pipeline defect sizes that follow from [EMAT] pigging runs) applicable to the relevant HNS Sub-Transport System, and can be adjusted downwards or upwards by HNS from time to time. HNS will give shippers yearly a non-binding forecast of the Total Commercially Available Pipeline Flexibility Allowance for the next three years. **[**The Total Commercially Available Pipeline Flexibility Allowance is expected to only be adjusted upwards, unless an unexpected actual or potential safety issue or another emergency that requires a long-term or temporary adjustment occurs**]**. If HNS considers there to be actual or potential safety issues or another emergency that requires a long-term or temporary adjustment, HNS may adjust Shipper's Pipeline Flexibility Allowance without any prior notice being required, provided HNS shall as soon as practical inform Shipper of the adjustment and reasons. For clarity, if HNS reduces the Pipeline Flexibility Allowance to zero Article 6 (*Balancing*) of the GTC applies in full without regard to the Pipeline Flexibility Service.

5. Liability

5.1 Liability

5.1.1 The shortcoming in the fulfilment of any obligation under the Agreement for which the Shipper is liable pursuant to Article 12 (*Liability*) of the GTC includes the occurrence of any Unauthorised Imbalance or any failure of Shipper to comply with a Critical Alert, Cut-off Alert or Imbalance Alert.

5.1.2 For clarification, damages under Article 5.1.1 can be claimed in addition to charges arising from a Critical Alert or Cut-Off Alert (in deviation of clause 6:92 sub 2 of the Dutch Civil Code). The charges are strictly punitive in nature.

6. Metering and allocation

6.1 Metering and allocation

6.1.1 Metering and allocation shall take place in accordance with Article 5 (*Metering and allocation*) of the GTC.

7. Transfers

7.1 No transfers

7.1.1 Subject to Article 7.1.2 and 7.1.3 below, Shipper cannot fully or partly transfer the Pipeline Flexibility Service and/or Pipeline Flexibility Allowance to any party.

7.1.2 If Shipper transfers its Contracted Capacity in whole to another Shipper pursuant to Article 4.6 (*Transfer of Capacity*) of the GTC, then the contracted Pipeline Flexibility Service and Pipeline Flexibility Allowance shall automatically be transferred to that Shipper as well.

7.1.3 If Shipper transfers its Contracted Capacity in part to another Shipper pursuant to Article 4.6 (*Transfer of Capacity*) of the GTC, then the contracted Pipeline Flexibility Service and Pipeline Flexibility Allowance shall automatically be transferred pro rata to that Shipper as well.

8. Imbalance at end of term

8.1 Imbalance at end of term

8.1.1 If a Parking Imbalance or Loan Imbalance exists at the end of the Pipeline Flexibility Service, then, for a period of 10 Days following the end of the Pipeline Flexibility Service, Shipper may receive or deliver quantities of Gas required to correct the Imbalance.

8.1.2 If, at the end of the 10 Day period under Article 8.1.1, the Imbalance is not corrected, then HNS may:

a. if the Imbalance is a Parking Imbalance, (i) sell (as agent of Shipper) to third parties a quantity of Gas in the HNS Transport System equivalent to the quantity of the Imbalance and, following the sale, pay to Shipper the proceeds received by HNS from the sale less HNS' reasonable costs or (ii) if HNS acting as a Reasonable and Prudent party deems this necessary, flaring a quantity of Gas in the HNS Sub-Transport System equivalent to the quantity of the Imbalance without any right of reimbursement for Shipper; or
b. if the Imbalance is a Loan Imbalance, purchase a quantity of Gas that is required to correct the Imbalance, cause the quantity of Gas purchased by HNS to be delivered for or on account of Shipper and charge Shipper an amount equal to the actual cost incurred by HNS in purchasing the quantity of Gas plus HNS' reasonable costs.

8.1.3 In purchasing or selling Gas under Article 8.1.2, HNS may act in its own interests but must act reasonably.

9. Unavailability

9.1 Unavailability

9.1.1 In case of Capacity Restrictions and/or other events restricting the provision of the Pipeline Flexibility Service, HNS has the right to temporarily reduce or interrupt the Pipeline Flexibility Service. In these cases Shipper shall not be entitled to any reduction in fees, compensation, remedy or other entitlement.

9.1.2 HNS shall notify Shipper as soon as reasonably possible whenever a limitation of the Pipeline Flexibility Service occurs. Such information shall contain the amount of the Pipeline Flexibility Allowance reduction, the expected duration and reasons for such reduction.

9.1.3 If and when the Pipeline Flexibility Service is not available, the principles set out in Article 6 (*Balancing*) of the GTC shall apply in full without regard to the Pipeline Flexibility Service.

10. Fees

10.1 Pipeline Flexibility Fee

10.1.1 In return for HNS providing the Pipeline Flexibility Service, Shipper shall pay to HNS the Pipeline Flexibility Fee on a take-or-pay basis.

10.1.2 Payment of the Pipeline Flexibility Fee shall take place in accordance with Article 16 (*Invoicing and payment*) of the GTC.

11. Duration, suspension and termination

11.1 Duration

11.1.1 Unless otherwise agreed upon, this Annex shall enter into force and become effective after the first Contract Data Sheet stipulating the provision of the Pipeline Flexibility Service has been signed by the Parties thereto and shall remain in force up to the latest end date specified in a Contract Data Sheet in respect of the Pipeline Flexibility Service in a HNS Sub-Transport System.

11.1.2 Any suspension or Force Majeure under the Agreement (including this Annex) does not affect the end date in respect of the Pipeline Flexibility Service.

11.1.3 The Pipeline Flexibility Service will in any event end once storage or other flexibility solutions becomes sufficiently available and a balancing regime becomes applicable. Shipper shall not be entitled to any reduction in fees, compensation, remedy or other entitlement for any such suspension or termination.

11.2 Suspension and termination

11.2.1 Article 17.2 (*Suspension and termination*) of the GTC applies mutatis mutandis to this Annex, whereby the references in Article 17.2 of the GTC to "Agreement" are replaced by "Annex 6" and "Annual Fee" by "Pipeline Flexibility Fee". If a Party has the right to suspend or terminate pursuant to Article 17.2 of the GTC due to an event that has arisen in respect of the Pipeline Flexibility Service, such Party has the right (but not the obligation) to solely suspend or terminate the Pipeline Flexibility Service(s) instead of the applicable entire Agreement (in which case Article 6 (*balancing*) of the GTC applies in full without regard to the Pipeline Flexibility Service).

11.2.2 In addition to, and where applicable, in deviation of, Article 17.2 (*Suspension and termination*) of the GTC:

(a) Shipper may with [●] Months prior written notice terminate the Pipeline Flexibility Service in whole [or in part]. Such terminated Pipeline Flexibility Service cannot be re-instated.

(b) HNS may suspend or terminate the Pipeline Flexibility Service applicable to the relevant HNS Sub-Transport System for default if the Shipper breaches a material term of this Annex or a material term of the Agreement or a Contract Data Sheet relating to the Pipeline Flexibility Service.

(c) HNS may for convenience [suspend or] terminate the Pipeline Flexibility Service at any point in time provided it gives Shipper one year prior notice. If HNS considers there to be actual or potential safety issues or another emergency, no prior notice shall be required, provided HNS shall as soon as practical inform Shipper of the reason and expected duration.

(d) For clarity, if Contracted Capacity is suspended or terminated by HNS under the Agreement or a Contract Data Sheet, the corresponding Pipeline Flexibility Service is suspended or terminated, as applicable, as well.