

DELIVERY PROCEDURES

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3. **AUTHORISED SIGNATORIES**

Clearing Members, or their Transferor(s) or Transferee(s), must ensure that all delivery documents that require signature are signed by a director or officer who is properly authorised to sign such documentation on behalf of the Clearing Member. The Clearing House is entitled to rely upon the information specified in all forms and documents submitted by Buyers, Sellers, Transferors and Transferees without making any enquiry, investigation or check as to the accuracy of the information or whether the signatory is authorised to sign or submit the form or document to the Clearing House.

4. **CLEARING MEMBER ACCOUNTS**

No offset is allowed for either physical delivery or financial settlement between Clearing Members' Proprietary Account and Customer Account. Separate delivery documentation is required for each such Account.

5. **TRANSFERORS AND TRANSFEREES**

- 5.1 Each ICE Futures UK NBP Natural Gas Futures Contract, ICE Futures UK NBP Natural Gas (EUR/MWh) Futures Contract, ICE Futures UK NBP 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 (Bilateral Delivery), ICE Deliverable Carbon Credit (Bilateral Delivery), ICE Endex Dutch TTF Natural Gas Futures Contract, ICE Endex Dutch TTF Natural Gas Working Days Next Week Futures Contract, ICE Endex Dutch TTF Natural Gas Daily Futures Contract, ICE Endex Italian PSV Natural Gas Futures Contract, ICE Endex German THE Natural Gas Futures Contract, ICE Endex German THE Natural Gas Daily Futures Contract, ICE Endex Spot Market TTF Natural Gas Spot Contract, ICE Endex Dutch Power Futures Contract, ICE Endex Belgian Power Base Load Futures Contract, ICE Endex Austrian CEGH VTP Natural Gas Futures Contract, ICE Endex Austrian CEGH VTP Natural Gas Daily Futures Contract, ICE ENDEX French PEG Natural Gas Futures Contract, ~~ICE Endex French PEG Natural Gas Daily Futures Contract~~ [and ICE Futures Europe Dutch TTF Natural Gas 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.
- 5.2 A Clearing Member may appoint a Representative (which may be another Clearing Member) to undertake delivery administration or obligations.
- 5.3 A person who is not the Buyer, Seller or the Clearing House shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of a Contract (including any requirement of these Delivery Procedures). As further described in Rule 111, the Clearing House is not liable to or for Transferors or Transferees.
- 5.4 Where separate procedures apply to a Transferor/Transferee who is not the Seller/Buyer, this is indicated in these Delivery Procedures. Any form to be completed and submitted to the Clearing House by a Transferor/Transferee shall be signed by an authorised signatory of the Transferor/Transferee. The Clearing House is entitled to rely upon the information specified in the form without making any enquiry, investigation or checks as to the accuracy of such information or whether the signatory on the form has been authorised by the Transferor/Transferee. If a Transferor/Transferee is a Customer, then it shall be bound by the F&O Standard Terms, including in relation to these Delivery Procedures. Pursuant to the F&O Standard Terms, a Transferor/Transferee signing such a form shall be subject to obligations and liabilities under these Delivery Procedures

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PART II: ICE FUTURES EUROPE DUTCH TTF NATURAL GAS FUTURES

PART II: ICE FUTURES EUROPE DUTCH TTF NATURAL GAS FUTURES CONTRACT ("ICE FUTURES EUROPE DUTCH TTF NATURAL GAS 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 GTS Rules and otherwise in accordance with this Part II, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the Title Transfer Facility.
- (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 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 Futures Europe Rules and this Part II and ending at 06:00 hours CET on the following 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 GTS Rules and otherwise in accordance with ICE Futures Europe Rules and this Part II, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the Title Transfer Facility.
- (f) The term "**Edigas**" means GTS's electronic messaging protocol which enables, *inter alia*, submission of a Trade Nomination to GTS and to access information concerning the submitted Trade Nominations, and any successor system thereto.
- (g) The term "**GTS**" means the Dutch gas transmission system operator Gasunie Transport Services B.V. or any successor thereto.
- (h) The term "**GTS Rules**" means the Gasvoowaarden, or Transmission Service Conditions ("TSC"), and any manuals, procedures, practices or directions of GTS which support the operation of the Transmission Service Conditions, as amended from time to time.
- (i) The term "**ICE Futures Europe Dutch TTF Natural Gas**" means ICE Futures Europe Dutch TTF Natural Gas Futures.
- (j) 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.
- (k) The term "**kWh**" or "**Kilowatt Hours**" means 3,600,000 joules where "joule" is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Futures Europe.
- (l) 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.
- (m) The term "**Natural Gas**" means any hydrocarbons or mixture of hydrocarbons and other gases consisting predominantly of methane 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

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Celsius” and “bar” are as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Futures Europe.

- (n) The term “Title Transfer Facility” (TTF) means, in respect of a Contract, a notional point within the Transmission System at which the balancing of the amounts of Natural Gas takes place for the purposes of the Transmission Service Conditions.
- (o) 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.
- (p) The term “Trade Nomination Quantity” means the quantity of Natural Gas nominated in a Trade Nomination.
- (q) The term “Transmission System” means the onshore transmission pipeline system owned and operated by GTS as may be enlarged, extended or altered from time to time.
- (r) The term “TSC” means the Transmission Service Conditions, as amended from time to time, setting out GTS’s arrangements for transportation of Natural Gas and operation of the Transmission System and TTF and any manuals, procedures, practices or directions of GTS which support the operation of that document, in either case as amended from time to time.

2. CLEARING HOUSE AUTHORITY

The Clearing Member hereby grants authority to the Clearing House to make Trade Nominations in connection with deliveries under ICE Futures Europe Dutch TTF Natural Gas. No Clearing Member shall revoke or terminate, nor purport to revoke or terminate, such authorisation. Members are not required, and are not able, to send Trade Nominations themselves.

3. DELIVERY SPECIFICATION

3.1 Delivery

Deliveries of ICE Futures Europe Dutch TTF Natural Gas are effected by the transfer of rights to Natural Gas at the TTF 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 and Disposing Trade Nominations into the GTS’s Edigas system by the Clearing House. GTS will take those Trade Nominations into account when determining whether any costs or charges arise from the balancing regime.

3.2 Quantity

ICE Futures Europe Dutch TTF Natural Gas trades in MWh and is delivered in kWh.

3.3 Price

The price at which the contract 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 Futures Europe Dutch TTF Natural Gas Futures commences in accordance with the ICE Futures Europe 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.

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3.5 Cessation of Trading

The ICE Futures Europe Dutch TTF Natural Gas Futures cease trading at 18:00 hours on the business day, as defined in the ICE Futures Europe Rules, which is two business days prior to the first calendar day of the Delivery Period, in accordance with the ICE Futures Europe Rules.

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

For the ICE Futures Europe Dutch TTF Natural Gas Futures, in accordance with ICE Futures Europe Rules, EFPs and EFSs may be posted up to one hour following the cessation of trading.

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

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

(b) the performance or non-performance of GTS.

4.3 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 the condition or operation of the Transmission System or any part thereof or the performance or non-performance of GTS except as otherwise expressly provided in the ICE Futures Europe Rules.

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 TSC.

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 TSC, 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 FUTURES EUROPE DUTCH TTF NATURAL GAS: ROUTINE

6.1 ICE Futures Europe Dutch TTF Natural Gas Futures

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<u>2 Business Days prior to the 1st Delivery Day M-2</u>		
<u>Cessation of Trading</u>	At 18:00 CET	<u>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>Provision of Buyer's and Seller's Security</u>	<u>M-1</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>
	By 11:30 CET	<u>Settlement instructions and Open Contract Positions transfers are entered into ICE FEC 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>
	By 12:30 CET	<u>MPFE report available on ICE FEC to Clearing Members.</u>
<u>Submission of ICE Futures Europe Dutch TTF Natural Gas Futures Delivery Intentions via ECS</u>	By 11:30 CET	<u>Buyer and Seller must, for all relevant deliverable Open Contract Positions, submit their delivery intentions via ECS for ICE Futures Europe Dutch TTF Natural Gas Futures. If delivery details are known, the delivery intentions for ICE Futures Europe Dutch TTF Natural Gas Futures may be submitted to the Clearing House any time from the start of M, but must have been submitted by 12.30 hours CET on M-1.</u>
	By 12:30 CET	<u>MPFE report available on ECS and MFT to Clearing Members.</u>
	By 13:00 CET	<u>Seller or Buyer who is nominating a Transferor or Transferee in respect of a Contract must ensure that the Clearing House has in its possession a signed ICE Futures Europe Dutch TTF Natural Gas: Blanket Transferor Form or ICE Futures Europe Dutch TTF Natural Gas: Blanket Transferee Form (as applicable) for each nominated Transferor or Transferee.</u>

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<u>ICE Futures Europe Dutch TTF Natural Gas Futures Conversion and Confirmation Report</u>	<u>By 14:00 CET</u>	<u>The ICE Futures Europe Dutch TTF 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/transferees, this report will also be emailed directly to the transferee/transferees.</u> <u>It is the responsibility of the Clearing Member to ensure that each nominated transferor/transferee has received a copy of the ICE Futures Europe Dutch TTF Natural Gas Futures Conversion and Confirmation Report, as applicable.</u>
	<u>By 15:00 CET</u>	<u>Seller and Buyer must each inform the Clearing House of any details on the ICE Futures Europe Dutch TTF Natural Gas Futures Conversion and Confirmation Report that do not match the delivery intentions that they submitted previously.</u>
<u>Notification file to Nomination Agent</u>	<u>After 15:00 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>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 Futures Europe Dutch TTF Natural Gas Futures Confirmation Report and resend it to Clearing Members.</u>
	<u>Delivery Day (D) (or next Business Day if D is a Non-Clearing Day)</u>	
	<u>By 10:00 CET</u>	<u>The Clearing House makes the Daily Summary Report available.</u> <u>The Clearing House will apply Contingent Variation Margin to the Buyer's and the Seller's remaining Natural Gas units.</u>

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<u>D+1</u>		
<u>Payment, Seller's Security and Buyer's Default Top Up</u>	By 10:00 CET	<p><u>Seller's Security for actual delivered amount is released.</u></p> <p><u>The Clearing House will continue to apply Contingent Variation Margin to the Buyer's and the Seller's remaining Natural Gas units.</u></p> <p><u>The Clearing House releases the 'Buyer's Default Top-up' portion of the Buyer's Security on confirmed deliveries.</u></p> <p><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></p> <p><u>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding delivery day.</u></p> <p><u>N.B. A credit note may be issued at a later date against the failed deliveries.</u></p>
<u>One Day following the end of the Invoice Period</u>		
<u>Invoice and Account Sale Details</u>		
	By 10:00 CET	<u>The Clearing House makes the Invoices and Account Sales available to Seller and Buyer for the Invoice Period.</u>

7. DELIVERY TIMETABLE FOR ICE FUTURES EUROPE DUTCH TTF NATURAL GAS: FAILED DELIVERY

7.1 ICE Futures Europe Dutch TTF Natural Gas Futures

<u>D+2</u>		
<u>Seller's Security and Buyer's Default Top Up</u>	By 10:00 CET	<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 (M+10)</u>		
<u>Failed Delivery</u>	By 10:00 CET	<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 (M+12)</u>		
<u>Payment for Failed Delivery</u>	By 10:00 CET	<p><u>Seller makes payment for previous month's failed deliveries.</u></p> <p><u>Buyers make/receive payment or take receipt for previous month's failed deliveries.</u></p>
<u>13 Business Days following the month (M+13)</u>		

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

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

8. INVOICE AND ACCOUNT SALE CALCULATION

8.1 Invoice and Account Sale

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 additional costs of the Clearing House as appropriate

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 additional costs of the Clearing House, as appropriate

Where

kWh = the number of Kilowatt Hours delivered.

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

8.2 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 GTS, 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 GTS. 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 Futures Europe.

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 the TSC.

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9. DELIVERY DOCUMENTATION SUMMARY

9.1 ICE Futures Europe Dutch TTF Natural Gas Futures

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 Futures Europe Dutch TTF 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 Futures Europe Dutch TTF Natural Gas Futures.</u>	<u>By 11:00 CET on M-1</u>
<u>ICE Futures Europe Dutch TTF 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 Futures Europe Dutch TTF Natural Gas Futures.</u>	<u>By 11:00 CET on M-1</u>
<u>ICE Futures Europe Dutch TTF Natural Gas Futures Confirmation Report</u>	<u>When available, Buyers and Sellers must promptly provide a copy of this report to the relevant transferor(s) and transferee(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 II from first Delivery Day to last Delivery Day; lots to be delivered; 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 the Clearing House will enter the Trade Nomination(s) into Edigas based on the Net Hourly Position of the Clearing Member, by the relevant deadline.</u>	<u>By 12:30 CET on D-1</u>

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<u>Name of Delivery Document</u>	<u>Explanation</u>	<u>Timing</u>
<u>ICE Futures Europe Dutch TTF Natural Gas Futures Invoice and Account Sale</u>	<u>The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; contracted kWh; actual delivered (matched) kWh; 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 (kWh); amount of failed delivery short (kWh); and total costs charged to the Clearing Member as a result of failed delivery/deliveries.</u>	<u>M+10 at 10:00 CET.</u>