

Articles of Association of the European Association for the Streamlining of Energy Ex- change – gas (EASEE-gas)

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ARTICLE 1 – NAME, TERM and NATURE OF ORGANISATION

1.1 Name

An international association is hereby founded between six (6) founding members (see list in annex A) according to the French Law of 1st July 1901 (as amended), named “**European Association for the Streamlining of Energy Exchange – gas**” and hereafter referred to as EASEE-gas or the Association.

1.2 Term

The term of EASEE-gas shall be indefinite, subject to dissolution by resolution of the General Meeting of Members in accordance with the Article 21.

1.3 Nature of organisation

EASEE-gas is established as a not-for-profit organisation.

ARTICLE 2 – PURPOSE/MISSION STATEMENT

The purpose of EASEE-gas is to deliver efficient and harmonised solutions that support business processes across the different actors in the gas value chain. EASEE-gas aims in particular at facilitating the transition to a sustainable and integrated energy system in Europe.

ARTICLE 3 – OBJECTIVES & ACTIVITIES

The main objectives of EASEE-gas are:

- To deliver business solutions that serve the needs of the gas value chain to ensure efficiency and security.
- To develop, optimise and promote secure data exchange standards for the energy sector.
- To promote the adoption of quality standards in Europe by issuing common business practices.
- To adopt our proven solutions for renewable and low carbon gases, and CO₂, to the benefit of a secure and efficient functioning of the entire energy system in Europe.
- To engage with stakeholders, by exchanging information, ensuring knowledge transfer, and continuing the dialogue on the further integration and efficient solutions of the sector.

ARTICLE 4 – OFFICES

The registered office of EASEE-gas shall be Tour Pacific, 11-13 Cours Valmy, 92 977 Paris La Défense Cedex France. It may be transferred to any other place in France by a decision of the Board of Directors.

EASEE-gas may have any number of other offices at such places as the Board of Directors may determine.

ARTICLE 5 – COMPLIANCE WITH COMPETITION LAW

It is the policy of EASEE-gas to comply fully with both the letter and the spirit of EU competition laws, in particular with the articles 101 and 102 of the Treaty for the Functioning of the European Union as well as all applicable regulations, directives and non-regulatory documents approved by the European institutions on this regard.

Members and their representatives, Directors, Officers and employees acting on behalf of EASEE-gas are bound to comply with the Code of Conduct of the Association (attached as Annex B). Any conduct contrary to the letter or the spirit of such competition laws is detrimental to the best interests of EASEE-gas and its Members.

ARTICLE 6 – MEMBERSHIP CATEGORIES & GAS INDUSTRY SEGMENTS

EASEE-gas includes three (3) Membership Categories:

- Full Members
- Service Provider Members
- Associate Members

6.1 Full Members

6.1.1 Full Members definition

Companies, including subsidiaries or divisions with separate accounts, which participate or have business in the European gas markets may become Full Members of EASEE-gas upon provisional approval of their application by the Board of Directors, subject to final approval in accordance with Article 10 by the General Meeting of Members, and the payment of a membership fee. Full members may be listed in one or more Gas Industry Segments as described in Article 6.1.2.

6.1.2 Gas Industry Segments

Full Members are entitled to be listed in one or more of the following nine (9) Gas Industry Segments:

- **Producer or Production Facility Operator:** companies that manage gas production within a production facility.
- **Transmission System Operator:** companies that carry out the function of transmission and are responsible for operating, ensuring the maintenance of, and, if necessary, developing the transmission system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the transport of gas.

- **Distribution System Operator:** companies that carry out the function of distribution and are responsible for operating, ensuring the maintenance of, and, if necessary, developing the distribution system in a given area and, where applicable, its interconnections with other systems, and for ensuring the long-term ability of the system to meet reasonable demands for the distribution of gas.
- **Storage System Operator:** companies that carry out the function of storage and are responsible for operating a storage facility.
- **LNG System Operator:** companies that carry out the function of liquefaction of natural gas, or the offloading, and re-gasification of LNG and are responsible for operating a LNG facility.
- **Trader & Shipper:** Companies that employ a system operator to transport, store or regasify gas or LNG, and companies that are responsible for buying and selling gas at virtual or physical points on an energy trading platform or bilaterally with other Traders.
- **Supplier:** companies that carry out the function of supply (the sale, including resale, of gas to final customers)
- **End-User or Final Customer:** companies purchasing gas for their own use.
- **Prosumer:** Individuals, associations or companies who consume gas for their own use and produce gas at small scale. Gas production is not their main business activity, but is used for commercialisation in the market.

Each company shall specify its Gas Industry Segment's choice when applying to become a Full Member in accordance with Article 7.1.

6.2 Service Provider Members

Service Provider Members are companies active in the gas business that provide services to companies in other gas industry segments, as listed under article 6.1.2. Service providers include but are not limited to capacity platforms, energy trading platforms, clearing responsables, auction offices, IT services and other consultancies.

Service Provider Members have a voting right at the General Meeting of Members.

A reference by at least one (1) existing EASEE-gas full member must be provided together with the application form. The Board of Directors will provide provisional approval of the application form, subject to final approval in accordance with Article 10 by the General Meeting of Members, and the payment of a membership fee.

6.3 Associate Members

Associate Members are non-fee paying and non-voting members of EASEE-gas, which can play an advisory role.

The Associate Members include other gas or energy related trade associations, government agencies, regulators, not-for-profit research organisations, consumer groups and individuals.

6.4 Members Representatives

Each Full Member, Service Provider Member and Associate Member may nominate a Member Representative to the Association. The Member Representative shall be the main contact person to the Office, shall receive the membership fee invoices and shall also hold the voting right at the General Meeting of Members.

In addition to the Member Representative, each EASEE-gas Member may designate other company representatives to be included in the mailing list of the Office, so they receive general information like press releases, newsletters, invitation to events, etc, in line with the Privacy Policy of the Association available on the website.

The Office shall keep a register of EASEE-gas Members and the corresponding Member Representatives up-to-date.

ARTICLE 7 – ADMISSION / RESIGNATION / MEMBERSHIP CANCELLATION

7.1 Admission

To become a Full Member, Service Provider Member or an Associate Member of the Association, one must present an application form which is available on EASEE-gas website. The application form is examined by the Board of Directors who may deliver a provisional agreement which gives the applying member all the rights and duties in accordance with the Articles of Association.

Following payment of the membership fees and the signature of the Code of Conduct (Annex B), the membership rights become effective.

Every year at the General Meeting of Members, members are asked to approve the list of applying members of the past twelve months.

7.2 Resignation

Any Full Member, Service Provider Member or Associate Member may resign from membership by written notice to the Office. The resignation has effect as from the end of the calendar year in which the registered letter/email reaches the EASEE-gas Office. Member dues invoiced or paid for the running calendar year shall not be credited.

7.3 Membership Cancellation

Membership is lost by:

- Resignation,
- Failure to pay membership fees within the deadline specified on article 8,
- Cancellation decided by the Board of Directors via qualified majority of 75% of the present or represented Directors. Reasons for cancellation include, but are not limited to, misuse of EASEE-gas logo, misrepresentation of the Association, disrespect of Code of Conduct, etc.

The company whose membership has thus been cancelled may appeal against the decision to the General Meeting of Members. In that case, the membership remains suspended until the General Meeting of Members decides whether to reject or to uphold the appeal. The member, that is the

subject of the cancellation vote, is not allowed to participate in the voting process at either Board of Directors or General Meeting of Members level.

Every year and in line with Article 10.1, at the General Meeting of Members, members are asked to approve the list of cancelled memberships of the past twelve months.

ARTICLE 8 – MEMBERSHIP FEE

The Board of Directors shall determine, every year, the amount of the membership fee and the time and method of payment for Full Members and Service Provider Members.

The non-payment of membership fees within three (3) months of the issue of the invoice, shall lead to the suspension of any membership rights pursuant to Article 7.3.

Full Members applying for membership in the second half of the year shall be invoiced half of the full membership fee amount of the same year.

ARTICLE 9 – GOVERNING STRUCTURE

EASEE-gas governing structure is as follows:

- The General Meeting of Members, and
- The Board of Directors.

The ultimate authority within EASEE-gas is the General Meeting of Members.

The Board of Directors shall manage the business and affairs of EASEE-gas, including the preparation and execution of the budget and the oversight over service providers in charge of the general management and accounting of the Association. The Board of Directors is also responsible for setting the overall strategic direction of the organisation.

ARTICLE 10 – GENERAL MEETING OF MEMBERS

10.1 Duties and Responsibilities

The General Meeting of Members shall consist of all Membership Categories (Full Members, Service Provider Members and Associate Members) of EASEE-gas. It shall be the highest authority of the Association. It shall rule on matters brought before it, by a majority of the Full Members and Service Provider Members present or represented at the meeting, unless otherwise specified in these Articles of Association.

The General Meeting of Members has responsibility for:

- approving the admission of applying members and cancellation of current members,
- ratifying any amendments to these Articles of Association according to Article 19,
- ratifying Common Business Practices brought before the General Meeting of Members,

- deciding on the dissolution and liquidation of the Association according to Article 21, and
- any other matters brought before it,

The annual General Meeting of Members also:

- hears the annual report on the activities and accomplishments of EASEE-gas and financial issues,
- approves the accounts, the amount of the membership fees and votes on the budget of the next accounting year,
- elects the new Directors, in accordance with Article 11,
- relieves responsibilities of Directors for the previous accounting year.

10.2 Quorum, participation and voting

The quorum for the General Meetings of Members shall be of 20% of the total number of both registered Full Members and Service Provider Members. Members who are not able to attend the meeting may submit a written signed proxy to the Office *via* email or post prior to the General Meeting of Members. The proxy needs to indicate the voting on all resolutions that are up for vote in the agenda of the meeting.

If the quorum of the meeting is not achieved, a General Meeting of Members with the same agenda shall be validly held, provided that there are at least three (3) Full Members or Service Provider Members present or represented at a date at least forty (40) days later (notified in accordance with Article 10.3).

Full Members (regardless of the different gas industry segments they are listed according to article 6.1.2) and Service Provider Members shall be entitled to one (1) vote at all the General Meetings of Members, provided they have no outstanding invoices to the Association. The Office shall keep a record, which determines which Members are entitled to vote at the General Meetings of Members. Resolutions shall be passed by means of a majority vote of the Full Members and Service Provider Members present or represented *via* proxy. In the event of an even vote, the Chair shall have a casting vote.

10.3 Notice of meetings

The Board of Directors shall call for a General Meeting of Members at least once a year for the Annual General Meeting of Members and whenever deemed necessary to conduct the business of the Association. General Meetings of Members can also be called by 30% of the total number of registered Full Members and Service Provider Members.

Written notice of a General Meeting of Members shall be given in an appropriate form not less than thirty (30) days prior to the day of the said General Meeting of Members. The notice shall specify venue, date, time and agenda, and include any proposals for issues requiring a vote. The agenda of the General Meeting of Members is set by the Board of Directors.

Where the Articles of Association are proposed to be modified at a General Meeting of Members (see Article 19), the proposed amendments shall be attached to the agenda of the meeting.

10.4 Written Resolution

Unless otherwise restricted by the Law or by the Articles of Association, any action required or permitted to be taken by the Full Members and Service Provider Members at any General Meeting of Members may be taken without a meeting, without prior notice and without a vote, by way of a written resolution (or by any other method approved by the Board of Directors, for example by letter or by fax). The form shall specify the resolution under consideration and must be approved by the number of Full Members and Service Provider Members that would be necessary to authorise or take such action at a meeting at which 50% of Full Members were present and voted for the resolution to pass.

Every vote shall bear the date of signature of each Full Member and Service Provider Member who signs the form. No action approved by written vote shall be effective unless such written votes are signed by a specified date and delivered to the Office within 20 (twenty) days of distribution of the written resolution to the Members. Such forms shall be delivered to EASEE-gas by email or registered letter to its Office.

ARTICLE 11 – BOARD OF DIRECTORS

11.1 Duties and Responsibilities of the Board of Directors

The Board of Directors shall have the powers to take any decision affecting the Association, except as otherwise provided by these Articles of Association, in particular with respect to the powers reserved for the General Meeting of Members.

The Board of Directors shall:

- manage the business and affairs of the Association,
- set the overall strategic direction of the Association and put forward a plan on how to achieve it,
- create Committees, Working Groups and Task Forces delegating specific powers and duties as deemed appropriate to achieve the strategic direction of the Association,
- lay down the major guidelines, in compliance with the purpose of the Association as specified in Article 2,
- propose to the General Meeting of Members amendments to the current Articles of Association, in order to respond to the purpose specified in Article 2,
- approve the Association's budget to be submitted to the vote of the General Meeting of Members and in this regard, set the annual fees of Members and the timetable for their payment,
- determine the powers that it delegates to the Chair, Vice-Chair and the service providers in charge of general management and finances in line with article 17,
- give an account of its management, through an annual report, to the Annual General Meeting of Members for approval. The report shall include a summary of the membership situation, the financial situation, the audit report as well as the activities of the Association, including of any Working Groups, Committees or Task Forces that might have been active during the year in question,
- contract with third parties to supply services to the Association including, but not limited to, accounting, secretariat, event support, consultancy support to the Working Groups, etc.,
- set the agenda of the General Meetings of Members,
- approve the development and update of Common Business Practices.

11.2 Board Directors and Alternates

Only Full Members of the Association are entitled to take part to the Board of Directors, provided they have already been a member of the Association for at least two full years before the election takes place.

The Board of Directors shall consist of up to twelve (12) Directors:

- Each Full Member may only have one (1) seat in the Board of Directors, regardless of the different Gas Industry Segments it is listed under Article 6.1.2, and shall specify for which Gas Industry Segment its Board Director nominee is to be considered.
- Each individual Gas Industry Segment is entitled to at least one (1) Board seat, but not more than three (3) seats. Additional or vacant seats shall be distributed according to the results of the ranking carried out by the General Meeting of Members explained in article 11.3 below.

A Board Director must be willing to commit the time and resources necessary to fulfil the obligations of a Director. Directors are expected to participate or to be represented (*via* proxy, conference call or via the alternate) at least at 75% of the Board meetings and/or conference calls taking place each year.

Each Board Director may nominate an Alternate within his own company, who may stand in for the Board Director at the Board of Directors' meetings.

11.3 Election procedure

Each Full member shall be entitled to propose one (1) individual or "Nominee" to be a Director in the Board of Directors and representing one (1) Gas Industry Segment. Notice of such nominations shall be sent to the Office no later than thirty (30) days before each General Meeting of Members, or in the case of a vote in writing, within an equivalent timescale defined by the Board of Directors. To be valid, nominations must be accompanied by a written statement from the Nominee stating that he/she is aware of the nomination and is prepared to serve as a Director, and by a short summary of such Nominee's experience in the gas industry sector.

No later than ten (10) days after the deadline set for the proposal of Nominees, the Office shall circulate to all Full Members a list of the nominations received, along with the related summaries.

If the nominations received are equal to the number of Board seats available, all Nominees shall be automatically proposed to the General Meeting of Members for final approval.

If there are more nominations than seats available, a ranking shall take place ahead of the General Meeting of Members according to the following procedure:

- Each Full Member shall rank the Nominees in order of preference. This ranking shall be submitted to the Office no later than ten (10) days before the relevant General Meeting of Members, or within an equivalent timescale defined by the Board of Directors;

- The Office shall then count the votes and prepare a list, ranking the Nominees in order of preference by Gas Industry Segment. Where two or more Nominees for a particular Gas Industry Segment have received an equal number of first preferences, the Nominee with the highest number of second preferences shall be proposed to be elected. Such procedure shall apply *mutatis mutandis* where the relevant nominees have received an equal number of first and second preferences, and so on successively. If two or more Nominees have the same number of preferences and it is not possible to reduce the number of proposed Nominees in accordance with the relevant number of Directors, the Full Members shall vote to decide which of such two or more Nominees shall be selected for election to the Board of Directors; and
- The selected Nominees shall be proposed to the General Meeting of Members for final approval as Directors.

11.4 Term

Board Directors shall be elected for a mandate of three (3) years, renewable up to 3 (three) times.

Each Director shall hold office during his term until the earliest of:

- the later of the expiration of the term for which he was elected or until his successor has been properly elected;
- the resignation or lapse (through failure to pay the relevant membership fee) of membership of the Full Member of which the Director is a partner, officer or employee;
- the receipt by the Office of a termination notice in writing from the relevant Full Member stating the reasons for such termination, such as the cessation of the Director's employment or contractual relationship with that Full Member;
- the Director's death, resignation, or removal.

In case one Board Director steps down during his term of office, the relevant Full Member shall nominate a successor for the rest of the current term (for instance the Alternate). The successor shall take up his duties immediately and his appointment shall be ratified by the General Meeting of Members at its next meeting.

11.5 Notice of meetings of the Board of Directors

The Board shall hold a face-to-face meeting, at least twice a year, at the request of the Chairman or of at least three (3) of the Directors. A notice shall be given in writing to each Director within ten (10) working days before the Board of Directors' meeting. Such notice shall state the venue, date and time of the meeting and state the agenda to be discussed.

11.6 Quorum and Voting

The quorum for Board of Directors' meetings shall be 50% of the Directors. Directors shall attend preferably in person, but also *via* telephone.

As a general principal, the EASEE-gas Board of Directors shall have the ambition to develop, in a consensual way, positions that are of the best interest to the overall EASEE-gas membership, and the gas value chain at large. Voting is understood as last resort, but in case voting is required, each

Director is entitled to one vote and decisions shall be taken by simple majority. The Chairman shall have a casting vote in the event of an equality of votes.

Board Directors who are not able to attend a meeting may be represented by another Board Director, with a written signed proxy submitted to the Office *via* email or post prior to the meeting. Each Member may hold only one (1) proxy per meeting.

11.7 Written resolutions

Whether circulated by registered letter, e-mail or other means, a signed written resolution shall be as valid and effective as if it had been passed at a meeting of the Board of Directors, provided that it is circulated together with an informative note allowing the members to be informed properly. Such written resolutions must be approved in writing by all the Directors in the Board.

ARTICLE 12 – OFFICERS

12.1 Officers

The Office of EASEE-gas shall include a Chair, a Vice-Chair, a Treasurer, all elected by the Board. Any number of offices may be held by the same person except for the combination of Chairman and Treasurer.

All officers shall be nominated by the Board of Directors during the first meeting following its election by the General Meeting of Members, according to the voting rules set out in Article 11.

12.2 The Chair

The Chair shall represent the Association *vis-à-vis* third parties in all civil matters and, in particular before any jurisdiction, including arbitration, both as plaintiff and defendant. He may delegate part of his powers to the Vice-Chair or to another Board Director, but only in respect of the accomplishment of a specific mission. She or he shall have general supervision over the business and operations of EASEE-gas, subject to governance of the Board of Directors. The Chair shall chair all meetings of the Board of Directors and all General Meetings of Members. In her or his absence, the meetings will be chaired by the Vice-Chair. The term of the chair is of three (3) years, renewable only once.

12.3 The Vice-Chair

The Vice-Chair shall deputise for the Chair if the latter is prevented from fulfilling her/his duties, if necessary, until the end of her/his term of office. The term of the Vice-Chair is of three (3) years, renewable only once.

12.4 The Treasurer

The Treasurer shall be responsible for the financial management of the Association and, as such, prepare the budget and oversee its execution. In addition, the Treasurer shall be responsible for the corporate funds and securities and for keeping full and accurate accounts of receipts and expenses in books belonging to EASEE-gas, whether required by Law or otherwise.

The Treasurer shall have full authority to receive and give receipts for all money due and payable to EASEE-gas. The Treasurer may delegate part of its powers to other board members or external service providers agreed by the Board of Directors, provided the principle of segregation of duties is fully respected.

The term of the Treasurer is of three (3) years and it can be renewed.

ARTICLE 13 – COMMITTEES, WORKING GROUPS & TASK FORCES

The Board of Directors may establish Committees, Working Groups and/or Task Forces to work on concrete projects and activities, in accordance with the purpose of the Association as specified in Article 2. The Board's resolutions establishing the creation of a new Committee, Working Group and/or Task Force shall describe the scope, goals, timeframe, composition and organisation of the newly formed group.

All Members of the Association may participate or be represented in the Working Groups, Committees or Task Forces. These bodies shall keep the Office informed of all their activities and provide an annual report to the General Meeting of Members.

ARTICLE 14 – ADVISORY PANEL

The Board of Directors may set-up an Advisory Panel. It shall decide on the scope, objective, composition and organisation of the Advisory Panel.

The Advisory Panel shall be composed of representatives from other trade associations, government or regulatory bodies relevant to the gas industry, consumer groups and other non-governmental bodies and individuals with an interest in the efficient and effective operation of the gas and/or energy markets.

The Advisory Panel has no decision-making power within the Association. It has only an advisory role towards the Association.

ARTICLE 15 – INSURANCE

EASEE-gas shall purchase and maintain insurance on behalf of any person who is a Director or an Officer and, to the extent approved by the Board, employees or agents of EASEE-gas or on behalf of persons now serving at the request of EASEE-gas as a Director, Officer, employee or agent; against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not EASEE-gas would have the power to indemnify him or her against that liability under the Law.

ARTICLE 16 – COMPENSATION

Members of the Board of Directors (Directors and Alternates), Officers, members of the Advisory Panel and of any other Working Group, Task Force or Committee shall receive no compensation for



their services. They shall however be reimbursed, subject to prior approval by the Board of Directors and the subsequent provision of receipts, for expenses incurred in services to the Association.

ARTICLE 17 – MANAGEMENT & OPERATIONS

The Board of Directors may delegate the daily management and operations of the Association to third party external service providers. The service providers shall act within the powers and duties prescribed by the Board of Directors.

ARTICLE 18 – CONFLICT OF INTERESTS

No contract or transaction between EASEE-gas and one (1) or more of its Members, Directors, or Officers or between EASEE-gas and any other corporation, partnership, association, or other organisation in which one (1) or more of its Directors or Officers are directors, officers or employees, or have a financial interest, shall be void or voidable solely for such reason, if:

- the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors prior to any approval;
- the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors entitled to vote thereon prior to any approval; or
- the contract or transaction is fair as to EASEE-gas as of the time it is authorized, approved, or ratified by the Board of Directors.

In that case, the Director who has duly declared his interest (so far as he or she is required to do so) shall not vote at a meeting of the Board of Directors (or of a Working Group, Committee or Task Force thereof) on any resolution concerning a matter in which he or she is interested, directly or indirectly. If he or she does, such vote shall not be counted, and whether he or she does, the Director's presence at the meeting shall only be considered in calculating the quorum in respect of other resolutions.

ARTICLE 19 – AMENDMENT TO THE ARTICLES OF ASSOCIATION

A proposal supported by at least 75% of the votes of all Board Directors, ratified by 75% of the votes cast by Full Members and Service Provider Members present or represented at the General Meeting of Members shall be required to approve an amendment to these Articles of Association.

ARTICLE 20 – FUNDING and ACCOUNTANCY

20.1 Resources

The financial resources of the Association are provided by (i) annual membership fees paid by Full Members and the Service Provider Members and set by the Board for each calendar year and approved by the General Meeting of Members and by (ii) income arising from actions of the Association in accordance with its purpose and scope as specified in Article 2. Such income may arise from the following:

- Sales of EASEE-connect or other digital services,
- Sales of Common Business Practices,
- Assistance to companies active in the gas industry such as training courses and others,
- Grants-in-aid and all other lawful resources.

20.2 Financial Year

The Association's accounting year shall be the calendar year. Where appropriate, accounts may be audited each year by an Auditor. The audit report shall be sent to the Board of Directors no later than twenty (20) days after receipt by the Association and shall be part of the Annual Report of the Board of Directors to the General Meeting of Members.

20.3 Books, Records and Accounts

The Association shall keep correct and complete books and records of all bank accounts and shall also keep minutes of the proceedings of all meetings and conference calls of the General Meeting of Members as well as of the Board of Directors. The Office shall keep a record of all Members Representatives, in accordance with Article 6.4.

The Board of Directors shall receive on a quarterly basis a report about the status of income and expenses and a year-end account at the end of each calendar year.

ARTICLE 21 – DISSOLUTION

In the event of the Association being dissolved pursuant to Article 10, the General Meeting of Members shall appoint one or more liquidators.

The net remaining assets, if any, shall be distributed to either a non-profit organisation, or an association pursuing or not similar goals, or a local authority, or a public institution, in accordance with a decision of the General Meeting of Members ruling on the dissolution of the Association. The net remaining assets shall not be disposed of to a Member of the Association, even in part, except in case of contribution return.

Any contribution of a Member to the Association, namely any goods made available to the Association permanently or for a limited period, shall be returned to the Member upon dissolution of the Association.

ARTICLE 22 – LEGAL FORMALITIES

The Chair shall inform the Prefecture of all the changes happening in the administration of the Association, within three (3) months. In order to fulfil the declaration and publication formalities required by the Law, all powers are given to the service provider appointed by the Board of Directors in accordance with Article 17.

ARTICLE 23 – DISPUTES



Any dispute that may arise between Members, Working Groups, Committees, Task Forces, or representatives of Members, regarding the Association, and which cannot be resolved according to the Articles of Association, shall be submitted to the Board of Directors for a decision.

Any party to such dispute shall have the right to appeal, within one year, against such decision to the General Meeting of Members.

ANNEXES

ANNEX A - List of Founding Members

CENTRICA
DISTRIGAS
STATOIL
GAZ DE FRANCE
GASUNIE
RUHRGAS

ANNEX B - Code of Conduct & Declaration of Compliance

EASEE-gas Code of Conduct

Whereas, EASEE-gas is a not-for-profit association incorporated under the laws of France (*"association loi 1901"*). The association represents companies that participate or have business in the European gas market;

Whereas, the statutory purpose of EASEE-gas is to deliver efficient and harmonised solutions that support business processes across the different actors in the gas value chain. EASEE-gas aims in particular at facilitating the transition to a sustainable and integrated energy system in Europe.

Whereas, the competent organs of EASEE-gas may appoint committees to study particular problems of interest from time to time;

Whereas, EASEE-gas wishes to ensure full and strict compliance of its members and their respective delegates and its organs with the principles set out in both the Articles and the Rules of Association adopted on 4 December 2002 by the General Meeting of Members;

NOW, THEREFORE, EASEE-gas hereby adopts a Code of Conduct as follows:

1) No decisions by the competent organs of EASEE-gas shall be taken and no recommendations shall be made to its members or any of them as to any matter which is or might be in contravention of any applicable competition law rules, including:

- a)** the EU Member States' competition laws;
- b)** the Treaty on the Functioning of the European Union and the legislation of the European Union.

Within EASEE-gas, no activities shall be carried out and no projects shall be pursued which may result in a contravention as above mentioned.

2) Any information to be collected by EASEE-gas for the purpose of communication to its members shall not be of a nature and scope as to reveal the competitive behaviour of one or more members or non-members in the market place. Accordingly, EASEE-gas shall not collect nor communicate to any EASEE-gas members any information with respect to:

- i) product prices and the terms of sale (rebates, bonuses, payment and delivery terms, guarantees and the like);
- ii) volume and value of sales;
- iii) production cost (including the cost of material and components purchased from third party suppliers);
- iv) production capacities and related investments;
- v) research and development capacities and related investments;
- vi) business plan/strategy;
- vii) customers;
- viii) any other commercially sensitive information.

3) Any information as to the market situation, whether related to the EASEE-gas members' industry or to the industry of the EASEE-gas members' suppliers and/or customers, shall be released by EASEE-gas in an aggregated form only and shall not make reference to, or allow identification of, a specific company or specific companies. The EASEE-gas members' data needed to elaborate the said aggregated information shall be collected by a competent third-party designated by the Board, which shall also be charged with the elaboration of such data and their release in the format of statistics and aggregated data, as designed by the EASEE-gas members from time to time in a way that shall not give or enable specific company identification. The third-party collecting and elaborating EASEE-gas members' data shall keep such data strictly confidential, also vis-à-vis EASEE-gas and the other EASEE-gas members.

4) In the context of EASEE-gas activities and while attending EASEE-gas meetings, EASEE-gas members shall not directly nor indirectly exchange or unilaterally share with the other members any of the information listed under point 2) above, nor enter into formal or informal arrangements on the topics such information refer to.

- 5) Any meetings held by the competent organs and working groups of EASEE-gas shall:
- a) always have their content clearly set out in an agenda, which shall be submitted to EASEE-gas members at least five working days before the meeting takes place;
 - b) never include in their agenda any of the topics listed under point 2) above;
 - c) always stick to the agenda;
 - d) always be adequately reflected in minutes to be subsequently shared among the participants.
- 6) Each EASEE-gas member (and its representatives, respectively) shall at any time refuse the disclosure of information relating to its business or its participation in any meeting or in any activity of EASEE-gas which it considers, in its own judgment, as being contrary to this Code of Conduct or any competition law rules. The EASEE-gas member concerned shall have the right to have the issue, its concern and its respective decision adequately recorded within EASEE-gas (for example in the minutes of the meeting).
- If during a meeting of an organ of, or a working group of EASEE-gas, an EASEE-gas member representative raises a concern about possible violations of this Code of Conduct or any competition law rules and the meeting nevertheless continues without having resolved the representative's concern, the latter shall have the right to leave the meeting and to have a statement on the issue and his decision to leave the meeting entered in the minutes of the meeting.
- 7) EASEE-gas members shall be bound strictly to this Code of Conduct. EASEE-gas members shall further ensure that their representatives sign a declaration of compliance in the form as attached hereto as Annex 1.