



*MND Energy Storage Germany GmbH*

**GENERAL TERMS AND CONDITIONS  
for Storage Services  
of  
MND Energy Storage Germany GmbH,  
Birkenweg 2, 646 65 Alsbach-Hähnlein, Germany**

**In effect as of  
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## Article 1 Interpretation Clause

For the purposes of the General Terms & Conditions (hereafter referred to as “GTC”) and the Storage Contract, the following words and terms shall have the meaning ascribed to them below:

- a) Adjacent Network Operator shall mean operator of the gas pipeline(s) connected to the Storage (company Open Grid Europe GmbH);
- b) Applicant shall mean a natural person or legal entity which has filed a request for the reservation of the storage capacity;
- c) Auction shall mean an electronic way of Working Gas Capacity reservation where the determining elements for the allocation of such reservation shall be set in the announcement of the Auction (Auction Terms);
- d) CET/CEST shall mean abbreviation for Central European (Summer) Time. The application of CET and CEST is determined by the official German local time;
- e) Civil Code shall mean German Civil Code (*Bürgerliches Gesetzbuch*), as amended from time to time;
- f) Contracting Party shall mean Customer and/or Storage Operator as the case may be;
- g) Customer shall mean a natural person or legal entity who at a certain point in time has concluded a contract with the Storage Operator for the provision of storage capacities;
- h) Firm Storage Rate shall mean an Injection and/or Withdrawal Rate guaranteed under standard operation of Storage; with exception set in Article 16, Sec. 1, Letter b) GTC;
- i) Gas Day shall mean the period between 06:00 a.m. (CET/CEST) on one calendar day and 06:00 a.m. (CET/CEST) on the following calendar day. The date of any Gas Day shall be the date on which it begins as herein defined.
- j) Injection Rate shall mean the maximum natural gas quantity per hour in kWh which the Customer may inject into Storage Zone according to the Storage Contract;
- k) Interruptible Storage Rate shall mean Injection and/or Withdrawal Rate that can be interrupted at any time, under conditions set in Article 16, Sec. 1, Letter a) GTC;
- l) Nomination Portal shall mean an online Nomination and Re-nomination portal for the Customer;

- m) Nomination shall mean instruction of the Customer about the gas quantities (in kWh) to be injected or withdrawn within specific periods;
- n) PRO RATA shall mean an allocation rule restricting the Firm Storage Rate at which the total gas quantity is divided among Customers on the basis of actually measured data in proportion to their most recently registered storage Nominations as per Article 16;
- o) Re-nomination shall mean subsequent alteration of the Nomination of gas quantities;
- p) Storage(s) shall mean underground storage facilities owned and/or operated by Storage Operator consisting of UGS Stockstadt and UGS Hähnlein;
- q) Storage Capacity shall mean maximum available capacity of Storage Zone for the respective Storage Year;
- r) Storage Contract shall mean the relationship between the Customer and Storage Operator with respect to the provision of storage services with legally binding effect; a template of the Storage Contract shall be made available from the Storage Operator's web pages free of charge, in the version as updated from time to time;
- s) Storage Operator shall mean an operator of Storages - MND Energy Storage Germany GmbH;
- t) Storage Price shall mean the storage price determined in Storage Contract based on the method of calculation set therein;
- u) Storage Year shall mean the period from 6.00 a.m. (CET/CEST) on 1 April of one calendar year to 6.00 a.m. (CET/CEST) on 1 April of the following calendar year;
- v) Storage Zone shall mean joined nomination point for Storages;
- w) Takeover/Return Point shall mean the physical connection of Storage to the Adjacent Network Operator at which gas can be withdrawn (UGS exit point) or at which gas can be injected into the storage facility (UGS entry point);
- x) Variable Fee shall mean a monthly fee for fuel gas to be invoiced to the Customer per each MWh of the withdrawn gas in the respective month;
- y) Withdrawal Rate shall mean the maximum natural gas quantity per hour in kWh which is held available for the Customer by Storage Operator according to the Storage Contract and with which the Customer may withdraw from the Storage Zone;
- z) Working Gas Capacity shall mean the working gas quantity (in kWh) which the Customer may inject in total in accordance with the Storage Contract; and

- aa) Working Gas Volume shall mean the sum of the natural gas quantities that are injected into storage (in kWh) by the Customer.

## **Article 2 Capacity Application**

1. The Storage Operator publishes available Storage Capacities for a Storage Zone on its website ([www.mnd-energystorage.de](http://www.mnd-energystorage.de)).
2. The Storage Operator reserves the right to allocate its Storage Capacities in an Auction. The Storage Operator reserves the right to proceed in other ways than those specified in this Article, particularly to enter into direct contract negotiations with the Applicants or to use a third party Auction platform (e.g. PRISMA), and in such cases sections 4 to 7 of this article shall not be applicable, unless specifically referred to in Auction conditions.
3. An overview of up-to-date Storage Capacities and of their assigned Firm and Interruptible Storage Rates as well as an overview of estimated Storage Capacities in a Storage Zone and of their assigned Firm and Interruptible Storage Rates applicable to individual Storage Years is provided on the website of the Storage Operator.
4. Applicant interested in reservation of Working Gas Capacity (up to the amount of the Storage Capacity) and corresponding Injection/Withdrawal Rates must register via the reservation system on the website. The application for registration shall contain all required data and other essential requirements. The Storage Operator will review and evaluate the application. Applicant who meets all registration requirements will receive their log-in details for the capacity reservation system, sent by the Storage Operator within three days.
5. Once the Applicant gains access to the capacity reservation system, it can apply for requested Working Gas Capacity by completing the relevant form and selecting the requested Storage Capacity via the web portal. Completion of the capacity application is subject to instructions specified on the website. Based on this application, the Firm and/or Interruptible Withdrawal and Injection Rates will be allocated in accordance with the curves specified in Annex No. 1 of these GTC and the Storage Price will be displayed. The application is then confirmed and sent via the web portal, after which it is reviewed by the Storage Operator with respect to the available Storage Capacity.
6. If the requested Working Gas Capacity is available, the Storage Operator shall present the Applicant with an offer to enter into a Storage Contract for the required capacities and rates. Applicant which intends to accept said offer shall have five business days from the receipt of such offer to accept it in writing. The Storage Operator will subsequently confirm via e-mail that a Storage Contract has been concluded. A capacity offer rejected by an Applicant may be presented to other Applicants.

7. If the required Working Gas Capacity is available only partially, the Storage Operator shall present the Applicant with an offer to enter into a Storage Contract for a reduced Working Gas Capacity and respective rates. Sentences 2 to 4 of the previous Paragraph 7 of this Article 2 GTC shall apply accordingly.
8. The Customer will be granted access to the Nomination Portal on the basis of the newly concluded Storage Contract.
10. The Customer shall guarantee the accuracy of the data provided for the purposes of concluding the Storage Contract. In compliance with applicable personal data protection regulations, the Storage Operator shall be entitled to store and process data received for the purpose of concluding the Storage Contract, provided said data are required for registration and for the making, processing and administration of reservations or requirements via the Nomination Portal.
11. The Nomination Portal and its functions can only be used with regard to its current technological limits and technical availability. The Storage Operator shall be authorized to temporarily restrict the use of the Nomination Portal in the event and to the extent that it will be necessary for the security and integrity of the server or for the implementation of technical measures to ensure correct or improved functioning of the Nomination Portal, or for the completion of repairs in the event of unexpected technical failures, especially power outages or hardware/software failures. The Storage Operator shall inform the affected participants via e-mail and shall use all reasonable endeavours to restore the Nomination Portal availability in the shortest time possible. No nominations can be entered if the Nomination Portal is inaccessible. For alternative means of communication see Article 11.

### **Article 3**

#### **Price for storage service**

1. Price and method of calculation

Price for storage service consists of the Storage Price and Variable Fee.

- Storage Price is determined on an annual basis and is to be calculated according to the formula established in the respective Storage Contract.
- Variable Fee is determined on a monthly basis based on the actual total amount of withdrawn gas in such month. For the calculation of the Variable Fee, a unit price (EUR per MWh of withdrawn gas) published on Storage Operator's webpages, effective in the respective storage year, shall be used.

## 2. Total monthly price

Total monthly price, expressed in EUR per month, is calculated as 1/12 of Storage Price valid in the respective Storage Year plus the calculated Variable Fee determined by the actual total monthly withdrawal of the gas in the previous month. Unless otherwise stated in the Storage Contract, total monthly price is basis for invoicing to the Customer.

### **Article 4**

#### **Gas Handover and Takeover**

1.
  - a) Having regard to the provisions of the Storage Contract and to the extent of contracted storage capacities, the Storage Operator undertakes to receive and place in Storage Zone the natural gas quantity nominated by the Customer and handed over at the Takeover / Return Point for injection purposes.
  - b) Having regard to the provisions of the Storage Contract and to the extent of contracted storage capacities, the Storage Operator undertakes to withdraw the natural gas quantity nominated by the Customer from the Storage Zone and hand it over to the Customer user at the Takeover / Return Point.
2. The undertaking of the Customer/Storage Operator to hand over gas into/from the Storage Zone shall be deemed fulfilled if the Storage Operator/Customer delivers or ensures the delivery of gas in the contracted quantities and in accordance with the Adjacent Network Operator specifications (quality), while meeting the minimum / maximum parameters (volume, pressure) of the relevant Takeover / Return Point. The gas quantity, quality, pressure and other parameters shall be determined at the Takeover / Return Point (see Article 12 GTC).

### **Article 5**

#### **Gas Transportation to/from the Storage Zone**

1. The transportation of gas to/from the Storage Zone is not part of the Storage Contract.

### **Article 6**

#### **Basic Storage Operator Duties**

The Storage Operator shall:

- a) proceed in accordance with the GTC and mandatory legal regulations to notify the Customer of temporary interruptions of operation of Storages operated by the Storage Operator or of other events with the potential to restrict the basic technical parameters of the storage service - see Article 11 GTC, and

- b) maintain (ensure the operation of) the Nomination Portal to the extent specified in the GTC.

### **Article 7 Basic Customer Duties**

The Customer shall:

- a) establish a communication link with the Storage Operator to the extent required for the expeditious resolution of situations, potential or actual, arising in connection with the performance of the relevant Storage Contract,
- b) provide the Storage Operator with all information specified in the Storage Contract and these GTC, and, upon request made by the Storage Operator, with any additional information vital to the activity of the Storage Operator,
- c) use the Nomination Portal for nomination purposes, and
- d) maintain its financial eligibility for a period starting on the day of commencement of storage services under the relevant Storage Contract and ending upon payment of the last pecuniary obligation of the Customer as per the relevant Storage Contract, but not later than 45 days following the final day of storage services rendered under the same contract.

### **Article 8 Ownership**

Upon receipt of gas by the Storage Operator at the Takeover / Return Point, the proprietary right to said gas shall not change and the Storage Operator shall not become its owner.

### **Article 9 Working Gas Volume**

1. The Storage Operator maintains a separate account for Working Gas Volume of each Customer and Storage Contract. The account is kept in kWh.
2. The size of a confirmed Nomination in kWh shall be credited / debited to / against the relevant account of the Customer.
3. The gas recorded at the account of one Customer may be transferred to the account of another Customer upon request made by both parties and on condition that limitations based on the Working Gas Capacity of relevant Customer (the transferee) is observed. Gas inter-account transfers do not involve the process of gas injection and as such shall not be liable to extra



charges for injection, however, the Storage Operator may charge each transfer with an administrative fee stated on its website. Customers may transfer gas within the scope of their accounts on the basis of a written notice submitted to the Storage Operator.

4. By the 15th business day of each month, the Storage Operator shall provide the Customer with an overview of gas injected and withdrawn and/or gas transferred during the previous month and with a statement of the remaining balance of gas injected, withdrawn and/or transferred as of the end of the previous month based on Customer's account balance.

#### **Article 9a** **Filling requirements**

1. The Customer shall reach or exceed the filling levels in the meaning of Customer's Working Gas Volume ("Mandatory Filling Levels") provided in the relevant applicable regulation in per cent of Customer's Working Gas Capacity, by the dates in each Storage Year specified in the relevant applicable regulation at the latest. For information purposes only: at the time this version of the GTC became effective the Mandatory Filling Levels were provided in the § 35b par. 1 of the Energy Industry Act ("Energiewirtschaftsgesetz", or "EnWG"), modified according to § 35b par. 3 of the EnWG, both subject to possible change, and together with the corresponding deadlines they were:
  - a) on 1 October 85 %;
  - b) on 1 November 95 %; and
  - c) on 1 February 30 %.
2. The Customer shall nominate gas quantities pursuant to Article 10 below as far as necessary for complying with par. 1 above. The Customer takes into account that injection is technically limited as described in Annex No. 1 and that the Storage Operator has no obligation to confer injection rates in addition to those reserved for the Customer in the Contract.
3. The Storage Operator may reject renominations of gas which result in a reduction of the Working Gas Volume such as to jeopardize reaching the Mandatory Filling Levels.
4. If nominations for injection and/or quantities injected or retained fail to reach the quantities necessary for reaching the Mandatory Filling Levels and it becomes apparent that the shortfall may no longer be caught up because of technical reasons, in particular as described in Annex No. 1, the Storage Operator may deprive the Customer of the Reserved Capacity wholly or in part by way of declaration in text form for the remainder of the Storage Year and provide such capacity to the company or person responsible for the market area ("Marktgebietsverantwortliche", MGv). The part of the Reserved Capacity to be transferred to MGv shall be determined according to the relation between the quantity nominated by the Customer for the respective Gas Day and the quantity by which the Reserved Working Gas Capacity would have to be filled such as to reach the relevant Mandatory Filling Level.

5. The Storage Operator shall be entitled in a case of paragraph 4 to deprive the Customer of Injection and Withdrawal capacity for the relevant Gas Day to the extent this is necessary to allow the MGV to safely fill the Storage Capacity and reach the Mandatory Filling Level. The Customer shall be deprived of and the MGV shall be provided Withdrawal capacity in proportion to the Working Gas Volume provided under par. 4 for the Gas Day on which it intends to withdraw gas and has declared so to the Storage Operator.
6. The Customer shall remain obliged to pay the Storage Price for the Reserved Working Gas Capacity. The obligation to pay the Variable Fee shall not be affected. To the extent the Customer fails to reach Mandatory Filling Levels and/or nominations and injections required for reaching the Mandatory Filling Levels for reasons for which the Storage Operator is responsible (“vertreten muss”), the Storage Operator shall indemnify the Customer as provided in Art. 18 below.

#### **Article 10 Quantity Reporting (Nomination)**

1. The Customer shall proceed in accordance with these GTC to nominate, with the Storage Operator, the gas quantity intended for injection / withdrawal under the terms stipulated in the Storage Contract.
2. Each Nomination shall include the following:
  - Storage Contract identification,
  - Shipper Code,
  - Gas Day(s) applicable to the Nomination,
  - hour quantities in kWh, and
  - gas flow direction (injection – positive value, withdrawal – negative value).

The Storage Operator shall be entitled to reject a Nomination or Re-nomination made by the Customer, if the Nomination or Re-nomination is incomplete.

3. The Customer is expected to nominate at the latest by 2:00 p.m. on each calendar day for the following Gas Day.
4. In addition to daily Nominations, the Customer may also nominate for longer time periods (e.g. weekly Nominations or monthly Nominations). To the extent the Customer does not submit a daily Nomination or Re-nomination for the Gas Days within the respective nominated week or month, the weekly or monthly nominated gas quantities shall be partitioned evenly, on an hourly basis.

5. The Customer is entitled to alter the nominated quantity as often as necessary. Submitted Re-nomination becomes valid two hours after receipt of such Re-nomination to the Storage Operator, counted from the next full hour.

In the event that a Nomination or Re-nomination leads to exceeding the contracted Working Gas Capacity and/or Withdrawal / Injection Rate, the Storage Operator is entitled to adjust the respective Nomination or Re-nomination to meet Storage Contract Secmeters.

6. In the event of a change from CET to CEST and from CEST to CET, the Storage Operator reserves its right to apply special rules for the Nomination of the corresponding Gas Day:
  - a) Change from CET to CEST: The Customer shall nominate 23 consecutive hourly values.
  - b) Change from CEST to CET: The Customer shall nominate 25 consecutive hourly values.
7. Nomination per hour will be allocated as injected or withdrawn quantities. Nominations are first allocated to the Firm Storage Rate, and then to Interruptible Storage Rate.
8. The Storage Operator and/or Customer shall notify each other without undue delay, if they are unable to provide any nominated gas quantity, either temporarily or long-term.
9. Furthermore, the Customer shall also make a corresponding Nomination / Re-nomination with the Adjacent Network Operator.

#### **Article 11 Communication**

The following principles apply to communication between the Storage Operator and the Customer:

- a) All information concerning the Storage Contract, including notices of restricted operation of the Storage, shall be preferentially exchanged via e-mail.
- b) General information concerning Auctions, planned interruptions of operation, available Storage Capacities, etc. shall be published on the website of the Storage Operator.
- c) Contact to the Commercial Dispatching Centre of the Storage Operator:  
e-mail: [dispatching@mnd-es.de](mailto:dispatching@mnd-es.de)  
phone: +420 775 875 907 (call may be subject to recording)

## **Article 12**

### **Natural Gas Quality**

The quality of the natural gas shall meet the requirements published by the Adjacent Network Operator for the Takeover / Return Point.

## **Article 13**

### **Taxes and Fees**

1. All taxes and fees shall be paid by the respective contracting party on the basis and to the extent of the applicable legal regulations.
2. If storage of gas becomes subject to taxes, levies or other charges imposed by law, the Storage Operator shall be entitled to pass on such charges to the Customer (surcharge). This shall also apply if such charges are increased. If such charges, once imposed and passed on, are abolished or reduced, the Storage Operator shall reduce the surcharge accordingly.
3. Fee adjustments in accordance with section 2, Article 13 GTC shall not be made in a manner whereby neither contracting party would generate additional profit.

## **Article 14**

### **Invoicing and Terms of Payment**

1. The Storage Operator shall send the Customer an invoice for the current month by the 1<sup>st</sup> working day of such month (the invoicing month).
2. All invoices shall be delivered via e-mails from e-mail address of Storage Operator to the e-mail address of the Customer as specified in the Storage Contract. Each Contracting Party is allowed to unilaterally change the e-mail address used for this purpose, by delivering a written notice to that effect to the other Contracting Party by postal service.
3. The invoice due date shall be fixed at 10th calendar day after receipt of the invoice.
4. The Customer is obliged to pay via a bank transfer to the account indicated on the respective invoice.
5. Should the Customer be in delay of payment ("*Verzug*"), the consequences provided by statutory law shall apply.
6. The invoiced amounts shall be commercially rounded up to two decimal points.
7. Any objections as to invoice accuracy must be made without undue delay, but no later than four weeks after the delivery of the invoice in question.

8. With the exception of apparent errors (such as miscalculations), invoice objections raised by the Customer shall not entitle the Customer to delay, reduce or decline the respective payment. Any such objections, if legitimate, only substantiate a claim for a refund. The Customer may set off only with counterclaims which are undisputed or which have been established by final judgment no longer subject to appeal.
9. In the event of diverging opinions between the Customer and the Storage Operator concerning the amount billed to the Customer, the Customer shall also pay the disputed amount included in the invoice. Payment of the disputed amount can be made with reservation. Final settlement shall be made after the difference in opinions has been resolved or after the arbitration commission has issued a legally binding resolution.
10. Accepted claims for a refund shall be taken into account in the following invoice.
11. Payments shall be deemed to have been duly made only if the relevant amounts are credited, within the due date, to the bank account of the Storage Operator.

#### **Article 15** **Financial Eligibility**

1. The Applicant / Customer must provide proof of and maintain sufficient financial eligibility to meet its duties under the Storage Contract or in connection therewith.
2. The Applicant shall supply said proof before the Storage Contract is concluded. Once proven, the Customer shall maintain financial eligibility for the entire duration of the Storage Contract. If the proof is not provided in the aforementioned period, the Storage Operator may require the advance payment in the amount of one quarter of the Storage Price. Unless the applicant provided advanced payment, the storage operator may refuse to conclude the Storage Agreement.
3. If in doubt, the Storage Operator is entitled to invite the Customer in writing to update the status of its financial eligibility with a 14-day deadline for the provision of required documentation. If the Customer fails to submit documentation proving its sufficient financial eligibility within 5 business days of receiving a second notice to do so, the Storage Operator shall be entitled to withdraw from the Storage Contract or require the advanced payment in the amount of one quarter of the Storage Price.
4. Financial eligibility requirements shall be deemed complied with if either one of the two following conditions is met:
  - a) The Customer meets any of the following ratings:

Rating in the CreditReform index: not higher than ( $\leq$ ) 295;

Long-term credit rating by Standard & Poor's: minimum level B;  
Long-term credit rating by Moody's: minimum level B3; or  
Long-term credit rating by Fitch: minimum level B

The rating shall not be older than 15 months.

or

- b) The Customer has submitted original bank guarantee to the Storage Operator for at least one quarter of the Storage Price. The bank guarantee shall allow the Storage Operator to claim payment without objections, provided the Storage Operator notifies the bank of the Customer's failure to fulfil its obligations under the relevant Storage Contract. The bank guarantee must remain effective for the duration of the relevant Storage Contract, extended by 30 calendar days. If the amount of the Storage Price cannot be determined before the lapse of the time period for providing the proof of financial eligibility (e.g. Storage Price is based on a variable), the Storage Operator is allowed to unilaterally fix, but only in regards to meeting criteria under this article.

In the event of long-term contracts regulating storage services in duration of more than one year, the submitted bank guarantee can have a shorter validity period. However, any such bank guarantee shall be at least one year in duration and be accompanied by a statement of the Applicant / Customer to the effect that it will be renewed at least 30 days prior to its expiry or replaced with a new guarantee. If the Applicant / Customer fails to renew or replace the bank guarantee within said period, the Storage Operator shall be entitled to withdraw from the Storage Contract with immediate effect.

5. The Customer shall immediately notify the Storage Operator of any changes which may materially affect its credit worthiness, especially the termination of any contract of profit or loss transfer pursuant to Article 291 of the Act on Joint-Stock Companies. The Storage Operator shall also be entitled to request the credit worthiness assessment to be carried out on an annual basis if further deterioration thereof can be expected. For this purpose, the storage user shall supply the Storage Operator with updated documents presented during the previous assessment of credit worthiness.
6. The Storage Operator shall be entitled to either carry out the credit worthiness assessment internally or have a third party to do so.
7. The Storage Operator may enter into negotiations with the Customer about other methods of providing the proof of the financial eligibility, mainly if the situation concerns a previous Customer with no previous breaches of payment obligations, or if the Customer proposes other reliable means of securing its financial obligation towards the Storage Operator. In such

cases, the Storage Contract shall contain an explicit provision which will set the new method of proving and maintaining financial eligibility pursuant to the agreement of the Parties. Sections 1-3 and 5-6 of this Article 15 shall be applied by analogy.

#### Article 16

##### Storage Capacity Interruption / Restriction and Late Payment

1.
  - a) Interruptible Storage Rate can be interrupted at any time by the Storage Operator for periods and to an extent which would render the relevant capacity inaccessible.
  - b) The Storage Operator shall be entitled to temporarily reduce or suspend the provision of Firm Storage Rates if necessary due to:
    - personal and/or technological safety issues, or
    - technical failures, or
    - maintenance, repairs or modifications (refurbishment, upgrade) of the Storages.

The Storage Operator shall notify the Customer thereof in writing and in advance if doing so does not cause delays. A notice of planned long-term work will be posted on the Storage Operator's website immediately after the plans have been finalized. The preceding provision is without prejudice to the Storage Operator's right to make short-term changes at any time. The Storage Operator shall, within its operating limits, use its best endeavours to agree with the affected Customers on suitable timeframes for the completion of long-term work projects at the Storage Facility.

Operations shall be interrupted or restricted if the Storage Operator loses its capacity, entirely or partially, to perform under the Storage Contract.

The aggregate interruption or restriction of operations should not exceed 336 hours per year (14 Gas Days) per Gas Year.

2. Only after all Interruptible Storage Rates have been interrupted, with the interruptions not having adequate effect as to compensation for the limited use of the storage facilities, shall also the Firm Storage Rate be reduced.

In the event of personal and/or technological safety issues and/or technical failures, the Nominations shall be reduced in proportion to their most recently approved Nomination (PRO RATA).

The Storage Operator shall inform the Customers as soon as possible of the time when the fulfilment of its duties under the Storage Contract can be expected to be resumed by the Storage Operator.

3. The Client is aware and acknowledges that interruptions on a network of the Adjacent Network Operator are not within the sphere of control of the Storage Operator and thus the Storage Operator has no liability towards the Client or duty to rectify the situation if such interruption occurs.

#### Article 17

##### Changes and Periods of Commencement of Operation

Customer considering filing a Nomination shall take into account a leeway for changes in the operating mode of the Storages (commencement of operation and transitions between injection and withdrawal modes).

Period of operation commencement from 0 to the commencement of injection:	2 hr.
Period of operation commencement from 0 to the commencement of withdrawal:	2 hr.
Transition from injection to withdrawal:	8 hr.
Transition from withdrawal to injection:	8 hr.

#### Article 18

##### Liability

1. The Contracting Parties shall be liable to each other against any losses caused by the illness, personal injury or death of any individual, but only in so far as and to the extent that such loss results from wilful misconduct [*vorsätzlich*] or negligence [*fahrlässig*] by either party.
2. In the event of violation of material contractual obligations, the Contracting Parties shall be liable to each other against any property damage [*Sachschäden*] and financial losses, but only in so far as and to the extent that such damage and/or loss result from wilful misconduct [*vorsätzliche Pflichtverletzung*] or negligence [*Fahrlässigkeit*] by either party; the liability of Contracting Parties for property damage [*Sachschäden*] and financial losses [*Vermögensschäden*] caused by slight negligence [*leichte Fahrlässigkeit*] shall be limited to damage which is typical and which can reasonably be foreseen at the time of concluding the contract. Material contractual obligations are those which are essential for fulfilling the Contract and which the other Party may regularly rely upon that they are complied with.
3. The Contracting Parties shall be liable to each other against any losses caused by property damage [*Sachschäden*] and financial losses [*Vermögensschäden*] in the event of violation of immaterial contractual obligations, but only in so far as and to the extent that such damage and/or loss result from wilful misconduct [*vorsätzlich*] or gross negligence [*grob fahrlässig*].
4. Liability of the Contracting Parties stipulated by applicable provisions of the Liability Act [*Haftpflichtgesetz*] shall not be affected.



## Article 19

### Right to Refuse Performance, Termination of Contract & Force Majeure

1. The Storage Operator shall in no way be obligated at any time to provide services under the Storage Contract and shall be entitled to immediately restrict or terminate the storage services in the event and for the duration of inadequate credit worthiness of the Customer.
2. The Storage Operator shall be entitled to restrict or interrupt the storage services with immediate effect in the event that the Customer fails to settle an outstanding invoice, or a portion thereof, after having been served a notice of default and given reasonable time to remedy the situation.
3. The Storage Operator may terminate the Storage Contract with immediate effect on grounds of repeated violation pursuant to clause 2, Article 19 GTC.
4. Either Party shall be exempt from its obligations under the Contract if and to the extent it is prevented from fulfilment by force majeure. Force majeure shall be all circumstances which a Party, even applying the highest standard of care, can neither foresee nor reasonably prevent, including but not limited to war, natural disasters, pandemic or lawful industrial action. The Party concerned shall inform the other Party without undue delay about the force majeure circumstances and the prospective duration of the inability to perform. If fulfilment of the Contract has been impeded for at least 3 months, both Parties shall be entitled to terminate the Contract.

## Article 20

### Secondary Sale, Assignment of Rights and Duties

1. The Customer may transfer the use of its Working Gas Capacities to a third party. In the case of assignment of the right of use, the Customer shall remain the contractual partner of the Storage Operator, retaining and subject to all duties arising from the Storage Contract, especially the duty to pay the relevant price for storage service, and shall remain the sole party entitled to make Nominations.

If requested by the Customer, any rights arising from the Storage Contract in relation to the Storage Operator may be exercised by a third party. In such an event, the Customer shall immediately provide the Storage Operator with details of the relevant third party, including its name, address, telephone number and the name of the contact person, whereas the Customer shall remain liable for any actions of the third party to the same extent as if such were performed by the Customer.

2. Each Contracting Party may assign the Storage Contract, or a portion thereof, to any third party with the prior written approval of the other Party. Said approval shall not be denied, provided the assignee offers a reliable guarantee of compliance with contractual obligations. The

assignee acceding to the contract on behalf of the Customer must, in any case, provide a proof of its credit worthiness.

**Article 21**  
**Data Collection and Processing**

The Storage Operator shall be entitled to collect, store and process Applicant / Customer data for the purposes of administration and storage capacity trading processing.

**Article 22**  
**Written Form Clause**

Any modifications and amendments to or the cancellation of the Storage Contract shall be made in writing. The same applies to any waiver of this written form clause.

**Article 23**  
**Governing Law, Dispute Resolution**

1. This Contract shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. The Contracting Parties shall use their best endeavours to settle any potential disputes by mutual agreement. If no amicable solution (in the form of a written agreement between the Contracting Parties) has not been achieved even within 60 days after any Contracting Party requested to proceed in accordance with this provision, all disputes arising out of or in connection with this Contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law, by three arbitrators, with the seat of arbitration being in Düsseldorf. The arbitration proceedings shall be conducted in the English language.

**Article 24**  
**Confidentiality**

1. The Contracting Parties undertake to use any information directly or indirectly obtained from the other Party in connection with this Contract, its preparation or in relation to its performance, for the sole purpose of its fulfilment and to maintain, for the duration of this Contract and after its expiry, confidentiality with respect thereto. Confidentiality means that any information received from the other Contracting Party will not be, without the prior written approval of the disclosing Party, made available to employees and/or third parties not participating in the fulfilment of these contractual obligations and not obligated under similar confidentiality restrictions; any such information may not be used for commercial purposes of any third party. The Contracting Parties undertake to use the acquired information for the sole purpose of performing this Contract.

Any necessary disclosures of information to financial or legal advisors and the provision of essential technical data to subcontractors shall be permitted without the written approval of the owner of such information, provided that the scope of information so disclosed is restricted to information necessary for the performance of this Contract and that the recipients of such information undertake to maintain the disclosed information in strict confidentiality or are subject to statutory confidentiality obligations. The Parties shall also place their employees and all third parties they disclose information of the other Party under the same confidentiality constraints.

2. Each Contracting Party shall protect the information received from the other Party with the same degree of care exercised to ensure the protection of its own trade secrets, but at least with the due care and diligence of a prudent businessman.
3. The obligation to maintain confidentiality shall not apply to information
  - a) already known to the recipient at the time of its disclosure by the other Contracting Party, unless as a result of breach of confidentiality, or
  - b) that is in the public domain, or becomes a part of the public domain through no fault of the receiving party.
4. Notwithstanding any of the foregoing provisions, each Contracting Party shall be entitled to comply with their respective duties to disclose information, as stipulated by applicable legislation, relevant regulations or any official resolutions, or indirect duties to provide information based on stock exchange rules concerning information disclosed on the basis of this Contract. The other Party must be duly notified of any such disclosure of information.
5. The obligation to maintain confidentiality shall remain in effect for the duration of this Contract and a period of 60 months thereafter. Beyond that time, business secrets of the respective other Party shall be kept confidential as long as they are such.

#### **Article 25 Severability**

If any provision of this Contract and/or these GTC becomes invalid or unenforceable, it will not affect the validity and enforceability of the Contract or the GTC. The Contracting Parties undertake to replace the invalid or unenforceable provision with a new, enforceable provision which comes as close as possible to the intent of the original provision. The new provision shall take into reasonable consideration the interests of both Parties. The same applies to gaps in contract provisions.

The Parties are aware of the leading case considered by the Federal Court of Justice [*Bundesgerichtshof*], particularly its ruling of September 24, 2002 – KZR 10/01. The Parties explicitly

waive their right to apply Section 139 of the Civil Code, without this decision signifying a mere reversal of the burden of proof.

**Article 26  
Hardship**

If the legal and/or economic framework changes significantly and the Parties would not have concluded the Contract or would have concluded it at different terms had they been aware of the changing framework, a Party may request adaptation of the Contract to the extent that, taking into account all circumstances of the case, that Party cannot be reasonably expected to continue the Contract without adaptation.

**Article 27  
Accordance with Official and Statutory Requirements**

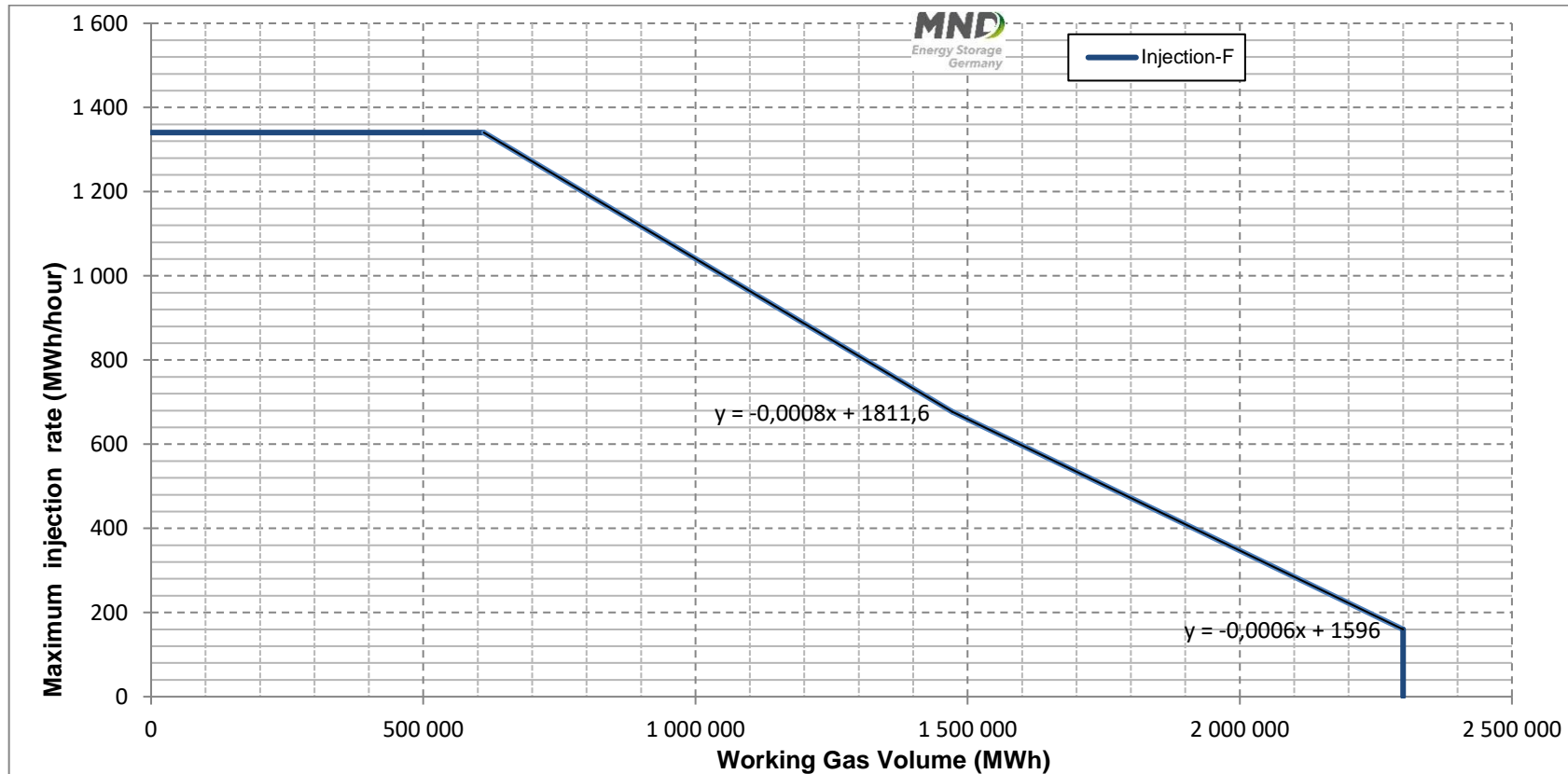
1. These GTC are based on statutory and other legal conditions valid at the time of signing the Contract. The Storage Operator shall be entitled to amend the GTC (with the exception of prices) should it be necessary for complying with applicable laws and regulations and/or legally binding rulings issued by competent national and international courts and authorities and/or general implementing regulations.
2. In cases of par. 1, the Storage Operator shall notify the Customer in writing of any such amendments no later than six weeks prior to the proposed date of effect thereof. Customers not agreeing to the amendment shall be entitled to give notice of termination of the Storage Contract in writing until two weeks before the relevant amendment will come into effect. Otherwise, the amendment shall be deemed to have been duly approved. The Storage Operator shall explicitly inform the Customer thereof in the notice.

**Annexes:**

1. **Storage Zone Curves**

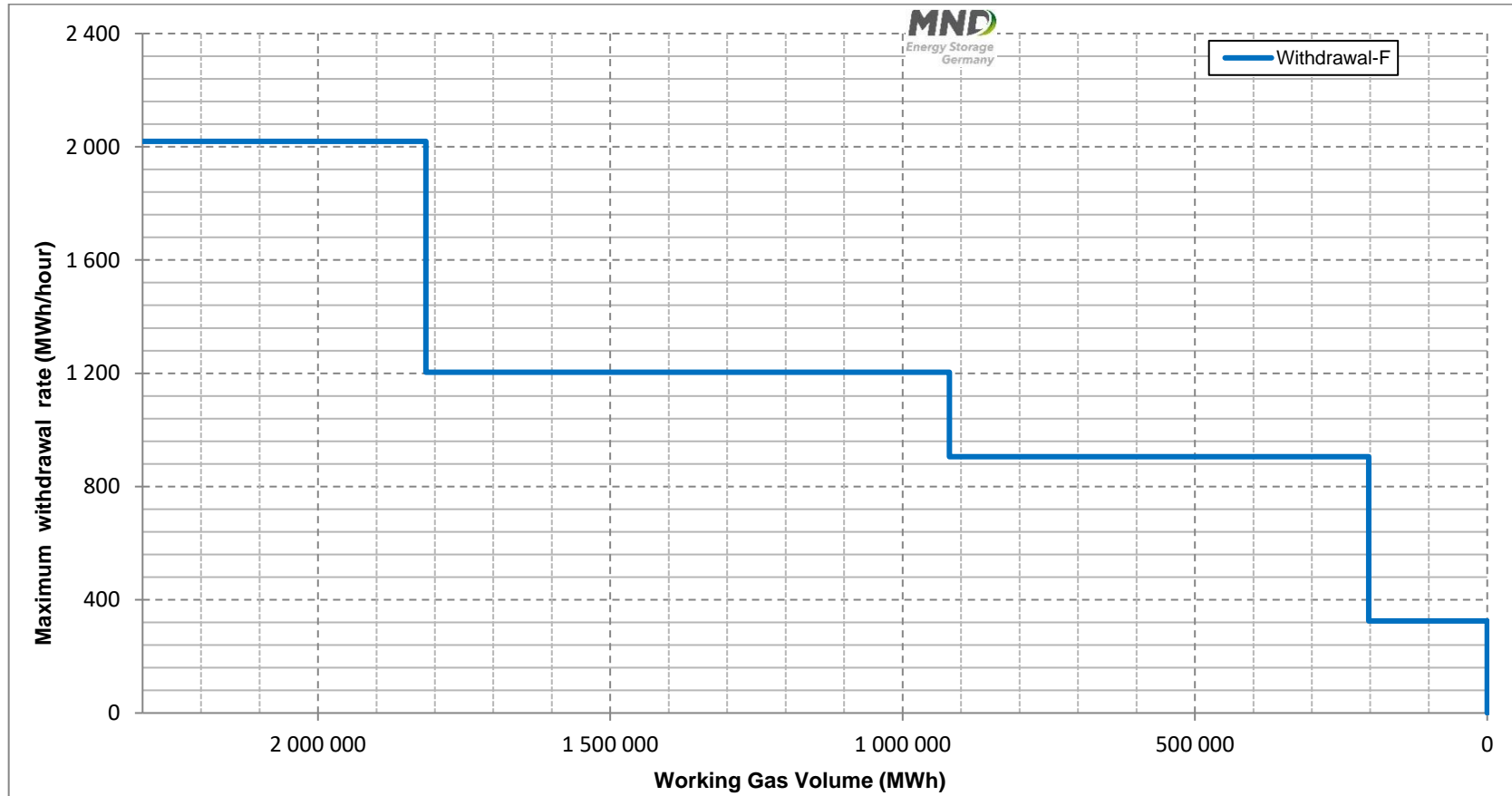
### ANNEX No. 1: Storage Zone Curves

Injection curve



Note: Blue line represents Firm Storage Rate

Withdrawal curve



Note: Blue line represents Firm Storage Rates