



STORENGY DEUTSCHLAND GMBH

GENERAL TERMS AND CONDITIONS  
FOR THE STORAGE OF GAS

Dated 01.12.2020

second applying until 01.04.2025

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## Preamble

Storengy Deutschland GmbH (hereinafter referred to as "*Storengy*") owns and operates pore and cavern storages located in Germany.

*Storengy* grants *storage customers* access to its *storages* for the storage of *gas* quantities.

Storengy provides gas storage under respective storage contracts concluded between *Storengy* and the *storage customer* based on the following general terms and conditions for gas storage (hereinafter referred to as "*GTC*").

As of 30.04.2022 the act for the introduction of filling level requirements concerning storages located in Germany and connected to the supra-regional gas networks entered into force. According to this act *Storengy* is inter alia obliged to introduce contractual stipulations into its *storage contracts*, according to which from 1<sup>st</sup> of October of a calendar year until 1<sup>st</sup> of February of the next following calendar year, the *Storengy* operated *storages* Uelsen, Fronhofen, Harsefeld, Lesum and Peckensen shall show certain physical filling levels ("*Filling Level Requirements*"). Compliance with the *Filling Level Requirements* has to be proven by *Storengy* vis-à-vis the German Ministry for Economics and Climate Protection ("*BMWK*"), the German Federal Network Agency ("*BNetzA*") and the Market Area Manager ("*MGV*").

Provided that no deviating *Filling Level Requirements* will be imposed by an *Ordinance* based on § 35 b (3) of the German Energy Industry Act ("*EnWG*"), according to § 35 b (1) sentence 2 *EnWG* the following *Filling Level Requirements* shall apply at the beginning of the respective *gas day* for each of the above mentioned *storage*:

- 01.10. = 80% of the *working gas volume* (01.10., 6:00 hours (*CET/CEST*)),
- 01.11. = 90% of the *working gas volume* (01.11., 6:00 hours (*CET/CEST*)),
- 01.02. = 40% of the *working gas volume* (01.02., 6:00 hours (*CET/CEST*)).

Further, as of 01.08. of each calendar year *Storengy* according to § 35 b (2) *EnWG* is obliged to prove vis-à-vis the *BMWK*, the *BNetzA* and the *MGV* a filling level per each of the above mentioned *storages*, which does not jeopardize compliance with the above *Filling Level Requirements*.

Legislator additionally has bound *Storengy* to make available firm storage capacities contracted by *storage customers* for the *MGV*, if it is perceivable, that the *Filling Level Requirements* for 01.10., 01.11. and/or 01.02. may technically not be reached, due to a *storage customer* in one of the above mentioned *storages* not using its *firm* contracted *working gas volumes* ("*Storage Capacities*") (§ 35 b *EnWG*).

§ 35 b (6) *EnWG* provides for, that all storage system operators shall implement contractual stipulations into the *storage contracts*, entitling them to make available *firm working gas volumes* for the *MGV* to the extent unused by a *storage customer*, including *injection rate* and *withdrawal rate* related thereto, should a *storage customer* impend the non-compliance with *Filling Level Requirements* by non-usage its *firm working gas volumes*. The making available to the *MGV* shall be executed in due time enabling it to still comply with the *Filling Level Requirements* by using the respective *working gas volumes* and the *injection rate* related thereto.

The legal act in § 35 b (6) sentences 2 and 3 *EnWG* also stipulates, that *storage customers*, whose *working gas volume*, *injection rate* and *withdrawal rate* has been made available to the *MGV* by the storage system operator, remain obliged to pay the respective storage prices, except for the varying fees for *injection rate* and *withdrawal rate*, while deviating contractual arrangements are null and void by operation of law.

Regarding *storage contracts* concluded before the above mentioned act entered into force, i.e. before the 30.04.2022, according to § 118 (36) *EnWG* a legal transition period until the expiry of 14.07.2022 applies. Until then the requirements of § 35 b (6) *EnWG* shall be implemented; i.e. the obligation to implement contractual stipulations entitling *Storengy* to make available *firm working gas volumes*, unused by *storage customers*, including the *injection rate* and *withdrawal rate* related thereto, to the *MGV*.

Should a *storage customer* not agree in an implementation of the above contractual stipulations until 01.07.2014, the Storage System Operator shall be entitled to terminate the respective *storage contract* without previous notice.

At the current status, the whole above rendered legal stipulations are temporary effective and are to be meant becoming ineffective upon 01.04.2025.

Further, on 02.06.2022 the Ordinance about making available interruptible storage capacities for safeguarding the security of supply has come into effect ("*Ordinance*"). At the current status the *Ordinance* also is temporary effective and is meant becoming ineffective upon the expiry of 31.03.2025.

As of 29.07.2022 the Ordinance for the amendment of the filling level requirements for gas storage facilities ("*Gas Storage Filling Ordinance*") has become effective, according to which the *Filling Level Requirements* have been increased as of the respective *gas day* as follows:

- 01.10. = 85 % of the *working gas volume* (01.10., 6:00 hours (CET/CEST)),
- 01.11. = 95% of the *working gas volume* (01.11., 6:00 hours (CET/CEST)).

Further, the *Gas Storage Filling Ordinance* has introduced an additional burden of proof for the 01.09. of a calendar year and a statutory presumption associated thereto, according to which the attainment of the increased *Filling Level Requirements* shall not be considered jeopardized, if the respective *Relevant Storage* shows a filling level of at minimum 75%.

The *Gas Storage Filling Ordinance* in its current version is meant becoming ineffective upon the expiry of 31.03.2025.

Against this background the prerequisites of Section 25.1 *GTC* are met, according to which *Storengy* is entitled to amend said *GTC*, inter alia for the implementation of changes to compulsory national legislation, coming into effect or being amended after conclusion of a *storage contract* and having an impact on such *storage contract*.

Therefore, Section 18a of the *GTC* being introduced before shall be amended. Given the effectiveness of the *Gas Storage Filling Ordinance* on 29.07.2022 this amendment has to become effective upon said date.

The present amendment shall replace the amendments according to the email as of 02.08.2022.

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## Part I – Introduction

### Section 1 Terms and Definitions

The terms and definitions as set out in Section 29 shall apply to these *GTC* and the *storage contract* with its attachments and annexes. Defined terms are set out in italics. References to the singular include the plural and vice versa unless otherwise explicitly stated or resulting from the context. The section headings in these *GTC* shall not affect the interpretation of defined terms.

### Section 2 Scope and Products

- 2.1** Pursuant to the definitions under Section 29 *Storengy* offers *storage products*, which are specified in *storage product sheets* (enclosed as an Annex to the respective/relevant *storage contract*), and for which the operating requirements contained in the Operating Manual Storage (Attachment A) and the technical requirements described in the Technical Manual Storage (Attachment B) apply.
- 2.2** In addition, *Storengy* offers or intends to offer other *storage products* and *services*. This may include, for example, the following *services* and *storage products*:
- combination of injection curves / withdrawal curves (*operational merger*) in accordance with Section 15 (Combination of Injection / Withdrawal Curves);
  - Merger of several *storage contracts* to form a single *storage contract* pursuant to Section 16 (*Merger of contracts*);
  - Gas transfer pursuant to Section 17 (Gas Transfer in Storage/Gas Transfer between Storages);
  - Secondary marketing pursuant to Section 18 (Granting of Usage Rights/Combination with Gas Transfer in Storage);
  - Temporary assignment of contract pursuant to Section 19 (temporary Assignment of Storage Contract);
  - Reporting services pursuant to Section 20 (*REMIT Data Reporting Services*);
  - further storage products, such as (*partial*) *virtual storage products*, *Gas-In-Store-storage products*, *storage residual products* or *additional working gas volumes*, *flexi product(s)* and *Day-Ahead-product(s)*<sup>1</sup>;

- *Optional storage products.*

**2.3** Storengy publishes the availability of working gas volumes and storage services as well as currently available storage products, other storage products and services on its website ([www.storengy.de](http://www.storengy.de)), whereby storage residual products or additional working gas volumes pursuant to Section 4.5 can only be published at very short notice due to the technical impossibility to plan their availability in advance. If a storage customer requests different and/or deviating storage products or *services*, *Storengy* will examine whether these can be provided.

## Part II – Conclusion of Contract

### Section 3 Storage Contract

**3.1** The *storage customer* and *Storengy* enter into a *storage contract* according to the Procedure as per Sections 4 (Offer/Expression of Interest) and 5 (Creditworthiness Assessment and Security). A storage contract may be concluded for the term of one *gas day*, one *gas month*, one *storage year* or consecutive multiples or consecutive combinations thereof. Unless agreed otherwise between *Storengy* and the *storage customer* in the relevant *storage contract* itself, the *storage contract* consists of the following components:

- The contractual document with regard to a certain *storage product* or a service as well as the *storage product sheet* for each *storage product* or other storage product contracted by the *storage customer*
- a change document, insofar as after the respective conclusion changes are made to the contracted *storage product* or services are contracted
- the following other documents available under <https://www.speicherportal.storengy.de/gtc>
  - the *GTC* in the version applicable at the time the *parties* enter into the storage contract;
  - the *operating manual storage* in **Attachment A** to the *GTC*;
  - the *technical manual storage* in **Attachment B** to the *GTC*;

Under the *storage contract*, *Storengy* shall provide the agreed *storage product* and the *storage customer* shall accept the *storage product* and shall pay *Storengy* the agreed prices in accordance with Section 10 (Prices).

If it concerns a *storage contract* for an *optional storage product* then *Storengy* will make an option available to the *storage customer* for the contracting of storage products pursuant to the process described in the *storage contract*, the *storage customer* will accept the *optional storage product* and pay the agreed *option price* to *Storengy* in accordance with Section 10 (Prices).

**3.2** All *storage products* are provided within an implementation period, but *Storengy* will use its best endeavours to provide them as soon as possible. The implementation as a rule requires a lead time of approximately three business days, with a maximum of ten business days until the contractually stipulated start date of the *storage product*, depending on the type of *storage product* and the data volume to be implemented for this purpose.

**3.3** *Storengy* reserves the right to allocate *storage products* in auction procedures, which shall be governed by separate terms and conditions specifically tailored to such procedures taking precedence over this *GTC*. Unless set out otherwise in those separate terms and conditions or in the *storage contract* these *GTC* shall apply as an integral part of the *storage contract* as awarded in the auction procedure.



- 3.4** Furthermore, *Storengy* reserves the right to offer online booking of certain *storage products* via a special access tool on its website. Separate business terms and conditions for online booking shall apply for the application of the access tool and online bookings, which are published on *Storengy's* website (<https://www.storengy.de/sites/default/files/mediateque/pdf/2019-08/Gesch%C3%A4ftsbedingungen%20f%C3%BCr%20Online%20Auktionen.pdf>). Unless set out otherwise in those separate terms and conditions or in the storage contract these GTCs shall be deemed to be an integral part of the storage contract that comes into existence through the online booking procedure.

## Section 4 Offer/expression of interest

- 4.1** In case a *storage customer* sends a binding offer or indicates the interest to conclude a *storage contract*, *Storengy* initiates the creditworthiness assessment according to Section 5. A binding offer or an indication of interest can be sent by email, fax or letter. Binding offers or expressions of interest should list the main components of the *storage product* (in particular: *working gas volume*, *storage rate*, *withdrawal rate*, *bundled/non-bundled*, term, characteristic as (*partial*) *virtual storage product* or *Gas-In-Store-storage product* or *storage residual product* respectively *additional working gas volume* or *Gas-In-Store-storage products*, *storage residual products* or *additional working gas volumes*, *flexi product(s)* and *Day-Ahead-product(s)* or *Optional storage products*). By submission of its binding offer, the *storage customer* accepts these GTC.
- 4.2** Upon receipt of the *storage customer's* binding offer or indication of interest, *Storengy* shall without undue delay (unverzöglich) and with due diligence determine whether a respective *storage product* can be made available for the *storage customer*. Sufficiently detailed binding offers of *storage customers* for a *storage product* are accepted by *Storengy* in accordance with objective, transparent and non-discriminatory criteria, such as the order of the time of receipt of the binding offers by *Storengy* ("*first offered – first served*"), the most economically<sup>2</sup> advantageous sufficiently detailed binding offer for *Storengy* ("*priority of best offer*") or auction procedures according to Section 3.3. If the *storage product* can be made available for the *storage customer*, *Storengy* shall accept the storage customer's binding offer and enter into the *storage contract*, subject, however, to a satisfactory creditworthiness assessment in accordance with Section 5 (Creditworthiness Assessment and Security). Otherwise, *Storengy* shall reject the binding offer. In the case of a partial unavailability of the *storage product*, *Storengy* shall be entitled to propose to the *storage customer* a modified *storage product*, for which the *storage customer* may submit a new binding offer.
- 4.3** Unless *Storengy* has selected and communicated a deviating period of time for an available *storage product*, *storage customers'* offers for parts of a storage year will only be taken into

<sup>2</sup> A comparison of the storage prices to be generated over the term of the storage contract is carried out hereby. With a comparison between offers, which only relate to part of a storage year, the absolute amount of the storage price that refers to the respective term is decisive. With a comparison of offers, which only comprise part of a storage year, with offers, which at least comprise one storage year, the absolute amount of the storage price which refers to a storage year is decisive. The aforementioned shall also apply likewise with regard to a comparison of option prices.

account, if made at the start of or during the relevant *storage year*.

- 4.4** Section 4.1 to 4.3 shall also apply to offers or indications of interest with regard to *optional storage products* or *Gas-In-Store storage products*.
- 4.5** With storage *residual storage products* or *additional working gas volume* Section 4.2 Sentence 2 shall apply provided that *storage customers* which have already concluded a *storage contract* in the relevant *storage*, the term of which at least covers the term envisaged for the *residual storage product*, shall be given preference.

## Section 5 Creditworthiness Assessment and Security

- 5.1** If a *storage customer* submits or has submitted an offer or has indicated an interest in the submission of an offer towards *Storengy*, *Storengy* has the right to conduct a creditworthiness and communication assessment and to request relevant data from the *storage customer*, before *Storengy* decides whether the offer of the *storage customer* will be accepted and/or regarding an indication of interest an offer will be submitted. The creditworthiness and communication assessment may include, but is not limited to:
- i. a creditworthiness assessment in accordance with this Section 5 (Creditworthiness Assessment and Security);
  - ii. a provision of security if so required due to the creditworthiness assessment in accordance with this Section 5 (Creditworthiness Assessment and Security); and
  - iii. The communication assessment includes a communication test as described in Section II of the *Operating Manual Storage*, attached as **Attachment A** to these *GTC*.

The assessment according to Subclauses i. and ii. refers to the prices to be paid for the envisaged term of the *storage contract* pursuant to Section 10 (Prices) and other remuneration to be paid by the *storage customer* as well as to taxes and other public duties, such as in particular energy taxes and value added tax (hereinafter referred to as "VAT") pursuant to Section 11 (Taxes); it can be repeated regularly and, if required, for example if there is reason to assume for *Storengy* that there is a deterioration in the creditworthiness of the *storage customer* or that there is a high degree of probability that this will occur during the term of the *storage contract*.

- 5.2** *Storengy* first checks its *storage customers'* creditworthiness using the following publicly available ratings:
- Moody's Investors Service ratings (minimum rating: "A2");
  - Standard & Poor's Corporation ratings (minimum rating: "A");
  - Creditreform (minimum rating: not higher than "200");
  - Dun & Bradstreet (minimum rating: risk value not beyond "2").

Furthermore, the *storage customer* must have the following *financial information* available and present it, as required, at *Storengy's* request:

- The most recent balance sheets, profit and loss statements and cash flow statements.
- Profit and loss transfer agreements in so far as their existence are not already evidenced by respective registration in the German trade register or any other comparable public register: The *storage customer* may choose to refer to its direct parent company (as long as there is a profit and loss transfer agreement) or its ultimate holding company (as long as there is a chain of profit and loss transfer agreements that includes this holding company).
- *Storage customers* who are subject to transparency-related legal requirements that prevent them from presenting *credit documentation* before its official publication must, if so required, present their *credit documentation* immediately after its legally mandated publication.

Based on this *financial information* *Storengy* can carry out a creditworthiness assessment and will notify the *storage customer* of the result.

If there are no publicly available ratings or if these are incomplete and if, furthermore, the *storage customer* presents none or not all or not the most recent *financial information* at *Storengy's* request, this may give *Storengy* cause to assume that the *storage customer's* creditworthiness is insufficient.

**5.3** In case of a creditworthiness assessment with a negative result according to Section 5.2 above *Storengy* is entitled to demand adequate security for any prices and other consideration payable by the *storage customer* as well as any taxes or other public duties, in particular energy tax and VAT which usually shall not exceed 5 (five) percent of the *storage price* (including taxes) owed by *storage customer* under the storage contract ("*Security Limit*"). The security shall be provided in the form of an irrevocable letter of credit, a sufficient cash deposit, an absolute security or guarantee enforceable upon first demand at a major bank licensed in the European Economy Area (i) with a credit rating of at least A2 as rated by Moody's Investors Service, (ii) with a credit rating of at least A as rated by Standard & Poor's Corporation, (iii) with a creditworthiness rating up to a maximum of 200 as rated by Creditreform, or (iv) with a risk rating up to a maximum of 2 as rated by Dun & Bradstreet, or an otherwise financially equivalent guarantee or security.

**5.4** Irrespective of the creditworthiness assessment according to Section 5.2 above *storage customer* shall be obliged to immediately provide *Storengy* with the latest status of the aforementioned *financial information*, if any changes to the *storage customer's* financial standing, corporate status, or any other relevant circumstances, which with a reasonable approach may have detrimental implications on the assessment of the creditworthiness of the *storage customer*. *Storage customers* who are subject to transparency-related legal requirements that prevent them from presenting *financial information* before its official publication must present their *financial information* immediately after its legally required publication.

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- 5.5** *Storengy* shall return a security provided by *storage customer* according to Section 5.3 above without delay if the prerequisites for the provision of such security in accordance with this Section 5 (Creditworthiness Assessment and Security) cease to exist.
- 5.6** Section 5.1 to 5.5 shall also apply with regard to *optional storage products*, whereby the reference factor for the creditworthiness assessment is the remuneration which is to be paid in the event of a full exercising of the option to contract *storage products* pursuant to the procedure for the offered *optional storage product* or described in the *storage contract* concerned, plus taxes and other public duties such as in particular energy taxes and *VAT*.
- 5.7** Section 5.1 to 5.5 shall also apply with regard to *Gas-In-Store storage products*, whereby the reference factor for the creditworthiness assessment is composed of two components. On the one hand, of that price, which is to be paid for the *Gas-In-Store storage product* offered or described in the *storage contract* concerned, plus taxes and other public duties such as in particular energy taxes and *VAT*. On the other hand, of the price of the *working gas* provided as a non-cash loan calculated for the day on which the contract is signed. Supplementary to Section 5.3 the withdrawal of *working gas* may be rendered dependent on the provision of security by a bank guarantee at first request in the amount of the price for the *working gas* calculated for the day on which the contract is signed.

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## Part III – Performance of the Contract

### Section 6 Provision of Storage Products and Title to Gas

- 6.1** The conclusion of a *storage contract* or the exercising of an option to contract *storage products* obligates *Storengy* to make the contractually agreed *storage products* available to the *storage customer* in line with the *storage contract*. Sentence 1 above shall apply for *optional storage products* with the condition that *Storengy*, with the conclusion of a *storage contract* for an *optional storage product*, shall grant to *storage customer* the right to exercise an option to contract *storage products*. After an option to contract *storage products* has been exercised, the above Sentences 1 and 2 shall directly apply to the correspondingly contracted *storage product*.
- 6.2** Within the range of the contracted *working gas volume* and the *storage rate*, *Storengy* shall accept, inject and store and/or withdraw and redeliver with equivalent energy content the quantities of *gas* nominated/re-nominated and delivered for injection and/or nominated/re-nominated for withdrawal by the *storage customer* according to the specifications in the *Operating Manual Storage* and *Technical Manual Storage*. The *storage customer* shall provide the quantities of *gas* nominated/re-nominated in accordance with the specifications in the *Operating Manual Storage* and the *Technical Manual Storage* for injection at the *storage delivery point*, and shall receive the quantities of *gas* nominated/re-nominated for withdrawal and returned by *Storengy* at the *storage off-take point*; in case of *virtual storage products* the *storage delivery point* and the *storage off-take point* shall be located at the *Virtual Trading Point(s)* specified in the *storage product sheet*. Under *Gas-In-Store storage products* *Storengy* is additionally obliged to hand over the *working gas* held and made available for this purpose to the *storage customer* for the first-time withdrawal of correspondingly nominated/re-nominated quantities of *gas* as a non-cash loan. The *nomination* and/or *re-nomination*, delivery and off-take of *gas* quantities may also be carried out on behalf of the *storage customer* by a third party. For the avoidance of doubt, the *storage customer* remains liable for any acts or omissions of such third party.
- 6.3** *Storengy* is not required to maintain the identity of *gas* between injection and withdrawal. Delivery and redelivery of the quantities of *gas* may be carried out together with other quantities of *gas* in a commingled stream. Sentences 1 and 2 shall apply accordingly to *virtual storage products*, insofar as *gas* quantities nominated for the withdrawal or injection by more than one *storage customer* of are transferred from *Storengy's* balancing group contract into a receiving balancing group contract and vice versa. Title to the delivered and injected quantities of *gas* (pro rata co-ownership share) remains with the *storage customer*. Regarding *Gas-In-Store storage products* for the withdrawal of *working gas* held available for this purpose by *Storengy storage customer* is accordingly obligated to a re-delivery. The *storage customer* in the course of the re-delivery is not obligated to maintain the identity of gas between the withdrawal and the re-delivery. The re-delivery may also be carried out together with other quantities of *gas* in a commingled stream.

- 6.4** To overcome technical restrictions (e.g. minimum flow restrictions ("Mindestflussbeschränkungen")) and/or operational restrictions (e.g. change-over and start-up periods) as specified in the Technical Manual Storage, *Storengy* may inject and/or withdraw nominated quantities of *gas*, also *working gas* held available for this purpose within the scope of *Gas-In-Store storage products*, into and/or from different *storages* than those nominated and/or re-nominated by the *storage customer* ("*Deferred Injection*" / "*Deferred Withdrawal*"). In this respect the *storage customer* agrees and authorizes *Storengy* accordingly that it may (i) in the course of a *Deferred Injection* constitute a respective co-ownership share of *storage customer* in the *storage* actually used for a *Deferred Injection* (ii) in the course of a *Deferred Withdrawal* transfer a respective co-ownership share of *storage customer* to the *storage* actually used for a *Deferred Withdrawal*. The quantities of *gas* being part of a *Deferred Withdrawal* and/or a *Deferred Injection* shall be registered as contractually injected into and/or withdrawn from the nominated *storage* in the *working gas account* of *storage customer*, while the respective co-ownership share shall be determined by the physical registration in the book(s) of those *storage(s)* actually used or held available for a *Deferred Injection* and/or a for a *Deferred Withdrawal*. The redelivery obligation of the *storage customer* shall remain unaffected from a *Deferred Withdrawal* of *working gas*, that was held available by *Storengy* under a *Gas-In-Store storage product*. Regarding *virtual storage products*, deviating from the above sentences 1 and 2, *Storengy* may at its own discretion select those *storage(s)* from the contractually covered *storages*, which are used or held available for withdrawal or injection and *Storengy* may at its own discretion (i) constitute a co-ownership share of the *storage customer* corresponding to the envisaged injection in the *storage(s)* envisaged or kept in reserve for the injection (ii) may transfer a co-ownership share in the *storage(s)* envisaged or held available for withdrawal corresponding to the envisaged withdrawal ("*Discretionary Use*").

## Section 7 Gas Specification

- 7.1** The quantities of *gas* to be delivered and redelivered at the *storage delivery points* and *storage off-take points*, also *working gas* held available and delivered within the scope of *Gas-In-Store storage products*, must comply with the applicable regulations of the DVGW worksheet G 260, 2nd gas family (H gas), as amended from time to time, unless stated otherwise in the Technical Manual Storage for certain *storages*.
- 7.2** If the quantities of *gas* delivered by the *storage customer* at the *storage delivery point* do not meet the gas quality as specified in Section 7.1 (Gas Specification), *Storengy* shall be entitled to reject such *gas* in whole or in part. In this case the *storage customer* must immediately adjust its *nomination* and/or *re-nomination* at this *storage delivery point* accordingly.
- 7.3** If the quantities of *gas* delivered by *Storengy* at the *storage off-take point*, including the quantities of *working gas* held available and delivered within the scope of *Gas-In-Store storage products*, do not meet the gas quality as specified in Section 7.1 (Gas Specification), the *storage customer* shall be entitled to reject the off-take of such gas in full or in part. In this case the *storage customer* must immediately adjust its *nomination* and/or *re-nomination* at this *storage off-take point* accordingly. At the same time, *Storengy* immediately has to adjust the provision of such gas at this *storage off-take point* accordingly.

## Section 8 Allocation of Quantities of Gas and Storage Rates

- 8.1** Storengy shall determine the storage customer's delivery and off-take quantities of *gas* at the relevant *storage delivery point* and/or *storage off-take point*, including the quantities of *working gas* held available and delivered within the scope of *Gas-In-Store storage products*. These quantities of *gas* will be registered in the *storage customer's working gas account*, which *Storengy* keeps for each *storage customer* per *storage product*. To the extent *Deferred Injection(s)* and/or *Deferred Withdrawal(s)* or a *Discretionary Use* according to Section 6.4 above are executed by *Storengy* the respective quantities of *gas* shall be registered in the book(s) of those *storage(s)* actually used for a *Deferred Injection* and/or a for a *Deferred Withdrawal* or a *Discretionary Use*. The quantities of *gas* accepted by *Storengy* at the relevant *storage delivery points for injection* or provided by *Storengy* after withdrawal at the *storage off-take points* shall be allocated in accordance with the nomination procedure as further set out in the *Operating Manual Storage* (allocated as nominated-procedure).
- 8.2** The *storage customer* shall ensure that the quantities of *gas* nominated and/or re-nominated at a *storage delivery point* and/or *storage off-take point* do not exceed the *storage rate* or *working gas volume* contracted by the *storage customer* in the *storage* or that its *working gas account* always remains greater than or equal to zero, unless otherwise provided for the *storage product*. Otherwise, the *storage customer's nominations* and/or *re-nominations* shall be curtailed as further specified in the *Operating Manual Storage*.

## Section 9 Availability

- 9.1** *Storengy* shall be entitled to temporarily restrict or suspend the *storage rate* if necessary for planned maintenance, unplanned maintenance, measures for expansion and modification of the *storage* or measures preventing imminent or already existing dangers to persons and/or technical systems and/or the environment and/or due to official orders. The performance of works required for any such reason shall release *Storengy* from executing its obligations under the *storage contract* to the extent that such works render the acceptance, injection or storage and/or the withdrawal or redelivery of gas impossible or economically unreasonable for *Storengy*. *Storengy* shall endeavour to coordinate its maintenance operations or measures for expansion and modification with adjacent network operators.
- 9.2** Details for planned maintenance operations and/or measures for expansion and modification of the *storage* and possible resulting shutdowns periods per *storage* are set out in the *Technical Manual Storage*. *Storengy* shall regularly publish on its website ([www.storengy.de](http://www.storengy.de)) up-to-date information about the planned maintenance periods for at least the next six (6) months ("fixed

*maintenance plan*) and the expected maintenance periods for the following at least six (6) months ("*non-binding maintenance forecast*"), which will be updated on a regular basis. This information shall indicate in particular the likely duration and extent of the involved restrictions to the *storage rate*.

- 9.3** In the event of unplanned maintenance, *Storengy* as of its awareness of the necessity of an unplanned maintenance shall inform the *storage customer* regarding the schedule for and the expected duration of the works as well as the impact of the measures taken regarding the storage rate. In the event of measures for averting dangers, *Storengy* shall consecutively without undue delay inform the *storage customer* of the extent of impact of the measures taken regarding the *storage rate*, the probable duration and issue a respective operating instruction in accordance with Section VI. of the *Operating Manual Storage* (further details on the contents of the operating instruction are set out in the *operating manual storage*). An operating instruction can also be issued in the cases of Section 4 of the *Technical Manual Storage*. Incidentally, the regulations pursuant to Section 13.4 (Force majeure) will apply.
- 9.4** For the period of work required according to Section 9.1 above the storage customer shall remain obligated to pay the respective price pursuant to Section 10 (Prices). This does not apply if *Storengy*, due to works required according to Section 9.1 above, cannot fulfil its contractual obligations for more hours per *storage year* than specified in the *Technical Manual Storage* for the respective *storage*; this shall also apply to *storage products* contracted by exercising an option right.
- 9.5** In the event of required significant planned or unplanned maintenance or significant measures for expansion and/or modification of a *storage* and/or significant measures for averting dangers and/or due to significant official orders *Storengy* is entitled to additionally suspend *storage rates* wholly or partly for a further period up to 50% of the normal shut down periods applicable to the respective *storage* as specified in the *Technical Manual Storage* ("*Additional Shutdown Period*"). In such a case, the *storage customer* is entitled to a reduction of its payment obligation for the period exceeding the *Additional Shutdown Period*; this shall also apply to thereby affected *storage products* contracted by exercising an option right. The payment will be reduced on a pro-rata temporis basis to the extent quantities of *gas* nominated by the *storage customer* are not accepted, injected and stored and/or withdrawn and redelivered with equivalent energy content by *Storengy*. With regard to *Storengy's* information obligations towards the *storage customer* Sections 9.2 and/or 9.3. shall apply accordingly.
- 9.6** Art. 9.1 to 9.6 shall only apply to *virtual storage products* and to *partial virtual storage products* to the extent provided for in the respective *storage product sheet*. In order to avoid or minimise restrictions or suspensions of the *storage rate* pursuant to Section 9.1 *Storengy* can offer the *storage customer* upon request a *temporary virtualisation* or *temporary partial virtualisation* of a non-virtual *storage products*, against payment of a *virtualisation price* or *partial virtualisation price*.



## Section 10 Prices

- 10.1** The storage customer shall pay the *storage price* or *option price* or *virtualisation price* or *partial virtualisation price* to *Storengy*, which is fixed in the *storage contract* for the agreed *storage product*, the *temporary virtualisation* and/or the *optional storage product* and is stated in the respective *storage price sheet(s)* and/or *storage product sheet(s)*. The option price is to be paid for the duration of the contractual granting of the option to contract *storage products*, irrespective of whether or at which time it is actually exercised.
- 10.2** Insofar as not otherwise stated in the *storage product sheet* the *storage customer* shall pay, in addition to the prices specified in Section 10.1, *operating prices* as well as *transport prices* if applicable, with regard to the quantities of *gas* nominated/re-nominated and delivered for the injection and/or nominated/re-nominated and returned for the withdrawal.
- 10.3** For the implementation of an operational merger according to Section 15 (Combination of Injection/ Withdrawal Curves), a *merger of contracts* according to Section 16 (Merger of Contracts) or any *storage product* or *service* described in Part V - Secondary Marketing and Services - the *storage customer* shall pay to *Storengy* an amount as stipulated in the *storage price sheet*.
- 10.4** For the implementation of a *merger of contracts* pursuant to Section 16 (Merger of contracts) the storage customer shall pay a remuneration to *Storengy* that is fixed in *the storage price sheet*.

## Section 11 Price Changes/Taxes

- 11.1** The prices according to Section 10 (Prices) and other fees becoming due in connection with the *storage contract*, its conclusion and/or its termination as well as those fees becoming due in connection with the provision of *storage products* or *services* may increase or decrease ("*Price Changes*"). *Price Changes* occur, if taxes, other public duties, fees, surcharges, emission costs or similar elements on prices or *services* are introduced, abolished, or altered. The same shall apply if such elements affecting services mandatory for the operation of storages and/or the offer of storage products and/or services are introduced, abolished or altered. *Storengy* in such cases shall increase or decrease the aforementioned prices or other fees accordingly. Said increase or decrease shall apply from the point in time at which the introduction, abolition or alteration of taxes or other public duties or surcharges or emission costs or the like comes into force. The above sentences shall apply accordingly insofar as the basis of the aforementioned prices and other fees are affected by or in line with national or international laws or by an administrative act or the instruction of an authority.
- 11.2** All prices and other fees referred to in Section 10 (Prices) and the respective *storage contract* are stated without any applicable taxes. The *storage customer* shall pay to *Storengy* all applicable taxes based on such prices and other fees, including *VAT* at the applicable rate.

- 11.3** The provisions of this Section 11 (Price Changes/Taxes) and the respective *storage contract* specifically exclude any tax of general application imposed on *Storengy's* profit such as but not limited to corporate income tax (Körperschaftsteuer) and trade tax (Gewerbesteuer). These taxes shall be borne exclusively by *Storengy*.

## Section 12 Invoicing and Payment

- 12.1** *Storengy* will invoice the storage price or the option price to the storage customer by the 10<sup>th</sup> calendar day of the respective ongoing gas month for that specific gas month or, if applicable, partial periods of time thereof.

All invoice amounts will be commercially rounded up or down to two decimal points.

- 12.2** The *operating prices* and *transport prices* according to Section 10.2 (Prices) shall be invoiced to the *storage customer* by the 15<sup>th</sup> day following the gas month in which the *storage product* was provided. Therefore, the following shall apply:

**12.2.1** In the event that current data is not available in time, *Storengy* may render a provisional monthly statement to the *storage customer* in which the operational price shall be estimated by *Storengy* using the best data available.

**12.2.2** If any invoicing is based on provisional data, *Storengy* shall, without undue delay, send the storage customer a statement of adjustment as soon as the final data are available. The amount resulting from the adjustment, including interest in accordance with currently applicable statutory provisions, shall be paid by the relevant party within ten calendar days after receipt of the statement of adjustment.

- 12.3** *Virtualisation prices, partial virtualisation prices* remuneration for an operative merger pursuant to Section 15 (Combination of Injection/ Withdrawal Curves), Section 16 (Merger of Contracts) or a *storage product* described in Part V – Secondary marketing or a service described therein will be settled separately towards the *storage customer*.

- 12.4** The amounts invoiced, including applicable *VAT*, shall be paid by the *storage customer* by bank transfer to the account specified in the invoice no later than ten calendar days after receipt of the invoice. Payment is deemed to be made upon receipt of the respective amount in *Storengy's* bank account.

- 12.5** Upon any default in payment by the *storage customer*, *Storengy* is entitled – notwithstanding any further claims it may have – to demand interest for each calendar day during which payment is overdue. Interest shall be calculated at an annual rate equal to 9 percentage points plus the base interest rate (Basiszinssatz) pursuant to Section 247 German Civil Code (Bürgerliches Gesetzbuch). Should the base interest rate (Basiszinssatz) published have a negative value up to 1 percentage point, the interest shall be calculated at an annual rate equal to 9 percentage points (without considering a negative base interest rate). Insofar as the published base interest rate features a negative value of more than 1 percentage point, the

default interest rate pursuant to Sentence 3 of this Section will be increased to 10 percentage points (by taking the negative base interest rate into consideration).

- 12.6** The *storage customer* shall make any objections to the correctness of the invoice in writing without delay and in any case within two weeks after receipt of the invoice. Any objections relating to metering results or errors which could not be identified by the *storage customer* despite its exercise of due care may also be made after this period but must be raised immediately after the *storage customer* receives knowledge of the reason for the objection. The same shall apply should *Storengy* receive knowledge of the incorrectness of the invoice or the measurement results.
- 12.7** Except in case of obvious errors, objections to the invoice do not entitle the *storage customer* to postpone, reduce or refuse payment. Only a counterclaim that is recognised by a final judgment or that has not been contested by *Storengy* may be set off against a claim of *Storengy* arising from the *storage contract*. If an objection is justified, the *storage customer* is only entitled to a repayment with interest, in accordance with Section 12.6. It may not assert any further claims.

### Section 13 Force Majeure

- 13.1** A *party* shall be released from its contractual obligations under the *storage contract* to the extent that and for as long as their fulfilment is not possible and cannot be reasonably expected as a result of an event of Force Majeure. Accordingly, the other *party* shall be released from its contractual counter-obligations as well to the extent that and for as long as the *party* is hindered from performance due to Force Majeure.
- 13.2** *Force Majeure* shall mean an event beyond the reasonable control of the affected *party* which cannot be foreseen and prevented in time, even with the application of all due and reasonable care and technical and economic means. This includes but is not limited to acts of God, terrorist attacks, natural catastrophes, power failure, failure of telecommunication connections or of the adjacent gas network, strikes, legally justified lockouts, statutory provisions or official or governmental actions or measures (whether legal or not). *Force Majeure* does not include financial hardship or the inability to make payment.
- 13.3** If and to the extent that a *party* uses facilities of a third party to perform its contractual obligations, an event of Force Majeure affecting these facilities shall also mean Force Majeure according to this Section 13 (Force Majeure). With regard to *partial/virtual storage products* facilities of third parties shall in particular comprise (without being limited hereto): Transport networks and pipelines, communication or computer systems, which are used for the delivery or return delivery of quantities of *gas* at the relevant *virtual trading point(s)*, transmission systems, which are necessary for the booking of entry and/or injection capacities for enabling the delivery or redelivery of quantities of *gas*.
- 13.4** If *Storengy*, due to an event of *Force Majeure*, is unable to perform its obligations under the

*storage contract* or a *Service*, *Storengy* shall, to the extent that it is able to do so and where necessary, restrict the usage of *storage products* in the following order:

- (i) *Interruptible storage products*, including associated agreements pursuant to Part V – Secondary Marketing and Services,
- (ii) *firm storage products*, including associated agreements pursuant to Part V – Secondary Marketing and Services.

The loss of *working gas volume* and/or *storage rates* and/or quantities of gas being about to be delivered as a result of Force Majeure will be attributed to the *working gas account* of each *storage customer* pro rata with regard to the *working gas volume* according to the ratio of the respectively contracted *working gas volumes* towards one another, with regard to *storage rates* and/or quantities of gas being about to be delivered it will be evenly distributed over the existing nominations or the total quantity of *gas* that is to be delivered.

- 13.5** The *party* affected by Force Majeure shall notify the other *party* without undue delay (unverzüglich) and inform that other *party* of the precise reasons for and the anticipated duration of the occurrence. The affected *party* shall ensure, using all possible technically feasible and economically reasonable means, that the prerequisites for fulfilling the *storage contract* are restored without undue delay (unverzüglich).
- 13.6** If one *party* is released from its essential obligations and its liability under the *storage contract*, due to Force Majeure regarding a *storage contract* with a term 1) (i) of up to one year for a period of in total more than 100 consecutive *gas days* or (ii) of one to up to five years for a period of in total more than 200 consecutive *gas days* or (iii) of more than five years for a period of more than 400 consecutive *gas days* and 2) respectively impacting the contractual performance by more than 50 per cent in average, both parties shall be entitled to terminate the *storage contract* by notification to the corresponding other *party*, insofar as the provision of the essential obligations under the *storage contract* was not restored in full and permanently already. Such termination shall be effective upon receipt of the notice.

## Section 14 Liability

- 14.1** Each *party* shall be liable for any injury to life or limb caused by its wilful misconduct or negligence.
- 14.2** Each *party* shall be liable for any financial loss (Vermögensschaden) and/or any property damage (Sachschaden) caused by its wilful misconduct or negligence, with the following limitations:
- 14.2.1** In the event of a breach of essential contractual obligations (i.e. obligations, the fulfilment of which is fundamental for the storage contract or the *service*) the liability for damages, caused by simple negligence (einfache Fahrlässigkeit), shall be limited to the typical and foreseeable damages up to a value, which corresponds to twice the annual *storage price* or the *option price*, a maximum however of up to a value of € 2.5 million for each case of property damage (Sachschaden) and up to a value, which

corresponds to the annual *storage price*, or the *option price* a maximum however of up to a value of € 1.0 million for each case of financial loss (Vermögensschaden).

- 14.2.2** In the event of a breach of non-material contractual obligations, the liability for damages caused by gross negligence (grobe Fahrlässigkeit) is limited to the typical and reasonably foreseeable damage up to a value corresponding to the annual *storage price* or the *option price*, but not exceeding a value of € 1.5 million for each case of damage to property (Sachschaden) and up to a value corresponding to half the annual *storage price* or the *option price*, but not exceeding a value of € 0.5 million for each case of financial loss (Vermögensschaden). The liability for damage caused by simple negligence (einfache Fahrlässigkeit) is excluded in the event of a breach of non-material contractual obligations.
- 14.3** If the aggregate individual claims for damages under Sections 14.2.1 or 14.2.2 (Liability) per single occurrence of damage exceed the applicable maximum limit of € 10.0 million, the damage compensation claim of each storage customer shall be reduced in the ratio by which the aggregate damage compensation claims of all storage customers stand to this maximum limit.
- 14.4** The limitation of liability in this Section 14 (Liability) shall also apply to any damage caused by and any claims made against the employees, contractors, legal representatives, servants (Erfüllungsgehilfen) or agents (Verrichtungsgehilfen) of either party.
- 14.5** The liability under the compulsory legal provisions, such as the German Public Liability Act (Haftpflichtgesetz), shall remain unaffected.
- 14.6** Each of the parties shall notify the respective other party of any damage without undue delay (unverzüglich).

## Part IV – Operational Merger/Merger of Contracts

### Section 15

#### Combination of Injection / Withdrawal Curves

- 15.1** Upon request of the *storage customer* and subject to prior written consent of Storengy, a combination of *storage products* that exclusively concern the same *storage* and have similar product characteristics, but have been contracted in different *storage contracts* by a *storage customer*, may be combined on an operational level (hereinafter referred to as "*operational merger*"). An *operational merger* is not possible if it was excluded in the *storage product sheet*.
- 15.2** If the individual *storage contracts* are concluded on the basis of different versions of the *GTC*, an operational merger requires the *storage customer's* agreement on terms and conditions as provided by *Storengy* and, if applicable, specifically tailored to such operational merger.
- 15.3** The details of an *operational merger* will be set out in a specific agreement based on the specimen contract which will be provided by *Storengy* upon request of the *storage customer*.

### Section 16

#### Merger of Contracts

- 16.1** At the request of the *storage customer* and after the prior written consent of *Storengy storage products*, which exclusively relate to the same *storage(s)*, have the same term or residual term, however were contracted in different *storage contracts* by one *storage customer*, can be merged to form one *storage contract* (hereinafter referred to as "*merger of contracts*"), if based on an individual case examination sufficient equivalent product characteristics exist between the *storage contracts* envisaged for a merger of contracts.
- 16.2** If various versions of the *General Terms and Conditions* apply for the individual *storage contracts* envisaged for a *merger of contracts*, it can only be carried out, if the *storage customer* agrees to a standard application of the most recent *General Terms and Conditions* applicable at the time of the envisaged *merger of contracts* to the *storage contract* resulting from the *merger of contracts*.
- 16.3** If different services apply for the individual *storage contracts* envisaged for a *merger of contracts* at the point of time envisaged for a merger of contracts or, if these *storage contracts* are the object of rights of use pursuant to Section 18 (Granting of Usage Rights /Combination with Gas Transfer in Storage), of legal successions pursuant to Section 19 (Temporary Transfer of the Storage Contract), of services pursuant to Section 20 (REMIT Data Reporting Services) a *merger of contracts* will only be taken into consideration if, at the time envisaged for this purpose, either all aforementioned usage rights, transfers or services end or can be extended to cover the *storage contract* resulting from the *merger of contracts*.

## Part V – Secondary Marketing and Services

### Section 17

#### Gas Transfer in Storage / Gas Transfer between Storages

**17.1** Subject to the conclusion of a trilateral agreement<sup>3</sup> involving *Storengy's* written consent, *storage customer* is entitled to transfer title to *gas* stored in a storage facility to another or more other *storage customers* of Storengy or to acquire it from another *storage customer* of Storengy ("*Title Transfer of Ownership in Storage Agreement*"), provided that

- the transferring *storage customer* has sufficient quantities of *gas* within the *storage* on the intended effective date and hour of the title transfer in order to cover the quantities of *gas* to which title is to be transferred; and
- the transferring *storage customer* may at the intended time and effective date of the transfer of ownership not be in arrears with its payment obligations and
- regarding the transferring *storage customer* at the intended time and effective date of the transfer of ownership, no changes with regard to the financial position, the corporate status or other relevant circumstances may be impending, which based on a reasonable approach may have negative implications on the assessment of the financial position of the *storage customer* pursuant to Section 5 (Creditworthiness Assessment and Security), and
- the receiving *storage customer* shall have contracted sufficient *working gas volume* in the same storage on the intended effective date and hour of the title transfer so that its gas quantities in that storage, once augmented by the *quantities of gas* to be transferred via title transfer, do not exceed its contracted *working gas volume* at the intended effective date and hour of title transfer; and
- the intended transfer does not result in a *withdrawal rate* deviating from the applicable *withdrawal curve* (i.e. prolongation of the effective term of plateau phase beyond the point of decline), and
- the intended transfer does not constitute an abusive evasion of payment obligations of transferring *storage customer* and/or receiving *storage customer* regarding operational prices otherwise due under the respective *storage contract(s)*, an abusive evasion shall be deemed existing in particular, if transferring *storage customer* and receiving *storage customer* are affiliated companies within the meaning of Sections 15 et seqq. German Stock Corporation Act (Aktiengesetz).

**17.2** The transferring *storage customer* or the receiving *storage customer* shall notify *Storengy* of

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3. In the case of a transfer to several different *storage customers*, the agreement can comprise more than 3 parties.

the intended transfer with all relevant details of the planned title transfer. After assessing whether all prerequisites for the title transfer and the conformity of the title transfer request have been met, *Storengy* shall send a specimen for a *Title Transfer Title Transfer of Ownership in Storage Agreement* to the respective *storage customer* to be signed by transferring *storage customer*, receiving *storage customer* and *Storengy*. The effectiveness of the title transfer shall usually not be earlier than ten (10) business days after the day the notice has been received by *Storengy*.

- 17.3** If any prerequisite for the title transfer according to these *GTC* is not fulfilled or should there be a mismatch of the title transfer requests, *Storengy* shall inform both *storage customers* so that they may remedy the nonconformities. In case of an abusive evasion *Storengy* can nevertheless carry out the intended transfer of ownership, subject to the payment of the *operating prices*, which would have to be paid pursuant to the *storage contract* of the receiving *storage customer* if the quantities of *gas*, which are to be transferred, would actually have been injected into the *storage*.
- 17.4** The effective hour of the title transfer shall always be 06:00 a.m. (*CET/CEST*) on the effective date of the title transfer.
- 17.5** Upon transfer of the title, the transferred gas quantities of *gas* shall be deemed to have been injected by the receiving *storage customer* under the receiving *storage customer's storage contract* and will be booked from the transferring *storage customer's working gas account* to the receiving *storage customer's working gas account*, respectively.
- 17.6** *Storengy* can, upon request, also offer the *storage customer* a transmission of *gas* between various *storages* of *Storengy*. Subject to the conclusion of a trilateral agreement involving *Storengy's* written consent ("*Title Transfer of Ownership between Storage Agreement*"), the *storage customer* is entitled to transfer title to *gas* stored in a *storage* to one or more other *storage customers* of *Storengy* in one or more other *storage(s)* or to acquire title to *gas* from one or more other *storage customers* of *Storengy* from one or more other *storage(s)*. The prerequisites listed in Section 17.1 as well as Sections 17.2 to 17.5 shall apply accordingly.
- 17.7** Subject to the conclusion of a bilateral agreement with *Storengy storage customer*, which is the party of at least two *storage contracts* in the same *storage* or various *storages* of *Storengy*, has the right to transfer quantities of *gas* within the same *storage* from one *storage contract* into another *storage contract* or from one *storage contract* in a *storage* into a *storage contract* in another *storage* ("*Agreement on Volume Transfer*"). The first, fourth, fifth and sixth prerequisite listed in Section 17.1 as well as Sections 17.2 to 17.5 shall apply accordingly.

## Section 18

### Granting of Usage Rights/Combination with Gas Transfer in the Storage

- 18.1** The *storage customer* may grant a usage right for its *storage product* in whole or in part to other *storage customer(s)* subject to a respective prior notification to be sent to *Storengy* ten (10) working days in advance. *Storengy* upon request of the *storage customer* provides a respective specimen contract.



- 18.2** The notification of the *storage customer* must include details regarding the corresponding period of time and the *storage product* (*working gas volume, injection rate and/or withdrawal rate*). *Storengy* may object to the granting of usage rights if this data is incomplete. *Storengy* shall notify the *storage customer* of such objection no later than ten (10) business days after receipt of the notification.
- 18.3** During the term of the granted usage right, *Storengy* shall deliver the provided *storage product* to the other *storage customer* and the *storage customer* retains all its rights and remains fully liable for the fulfilment of all its obligations (in particular its payment obligations and claims arising from its liability) in accordance with the *storage contract* under which the usage right was granted.
- 18.4** Subject to the conclusion of a trilateral contract against payment between the *storage customer, Storengy* and a third party, which has not to be a *storage customer*, the *storage customer* can separately sublease part of the *working gas volume* contracted under a *storage contract* to the third party and up to a maximum in the scope of the sublet *working gas volume* in the *storage* regularly transfer the ownership to *working gas* to the third party ("*Outward Transfer*") and from there also once again within the scope of the *working gas volume* remaining in its use transfer this back to it ("*Return Transfer*" together the "*Outward and Return Transfers*").
- 18.4.1** The *working gas volume* sublet to the third party for use shall comprise for the duration of the sublease neither comprises an *injection rate*, nor a *withdrawal rate* ("*Unbundled Working Gas Volume*"). The *Unbundled Working Gas Volume* shall remain part of the *Storage Contract* of the *Storage Customer* and shall not affect the ratio between *Working Gas Volume* and *Storage Rate*.
- 18.4.2** A *working gas account* will be set up for the *Unbundled Working Gas Volume*, in which the respective quantities of *working gas* owned by the third party according to the *Outward and Return Transfers*, will be entered.
- 18.4.3** For the execution of these *Outward and Return Transfers*, on the basis of the trilateral contract, only a notification by email to *Storengy* is necessary. The corresponding remuneration will be invoiced for each *Outward Transfer* and each *Return Transfer*.
- 18.4.4** Subject to the condition precedent that the *storage customer* comes in default of payment towards *Storengy* under the *storage contract* concerned, the third party principally has to assume a guarantee towards *Storengy* for the *storage customer* covering the market value of the *working gas* transferable into its ownership within the scope of the sublet *working gas volume*.

## Section 18a

### Making available working gas volume and storage rate for the German market area manager

**18a.1** This Section shall only apply to the *storages* Harsefeld, Lesum, Peckensen and/or Uelsen ("*Relevant Storages*") and to *storage customers*, to the extent their respective *storage contract* includes *firm ((partly)virtual) working gas volume* as well as *firm ((partly)virtual) and/or interruptible storage rate* in the *Relevant Storages* ("*Relevant Storage Customers*").

**18a.2** *Relevant Storage Customers* in their own interest should use their contracted *working gas volumes* ("*WGV*") in a manner, which safeguards compliance with the legal requirements for the filling level of *working gas* in the respective *Relevant Storage* (German legal term: *Obliegenheit zur Nutzung*). Thus, *Relevant Storage Customers* in their own interest should use (German legal term: *Obliegenheit zur Nutzung*) their contracted *firm* and/or *interruptible injection rate* and potential *gas* transfers between *storages* according to Section 17.6 *GTC* in terms of point in time, period of time and at scale, resulting in a filling level of their *working gas accounts* showing at minimum the following status at the beginning of the below specified *gas days*:

- on 01.10. of a calendar year, starting in 2022 = 85% of the contracted *WGV*,
- on 01.11. of a calendar year, starting in 2022 = 95% of the contracted *WGV*,
- on 01.02. of a calendar year, starting in 2023 = 40% of the contracted *WGV*.

Further, *Relevant Storage Customers* in their own interest should apply a usage (German legal term: *Obliegenheit zur Nutzung*) of their respective *storage contracts* ensuring at any time (in particular at the beginning of the *gas day* 01.08. and 01.09. of each calendar year) a status of their *working gas accounts*, which does not jeopardize the achievability of the above filling levels in the respective *Relevant Storage* at the respective deadline. To provide the necessary proof vis-à-vis *BMWK*, *BNetzA* and *MGV* on the respective deadline on 01.08. and on 01.09. *Storengy* on 02.07.2022, on 03.07.2023 and on 01.07.2024, shall inform *Storage Customer* about the status of the respective *working gas account* necessary to achieve the above mentioned other filling levels in the respective *Relevant Storage*. Associated to the deadline 01.09. the *Gas Storage Filling Level Ordinance* provides for a legal presumption, according to which the attainment of the above *Filling Level Requirements* in the *Relevant Storages* shall be considered not jeopardized, if the respective *Relevant Storage* shows a filling level of at minimum 75% ("*Presumption Effect*").

**18a.3** The own interest usage (German legal term: *Obliegenheit zur Nutzung*) to achieve the above specified status of the respective *working gas accounts* of *Relevant Storage Customers* only applies to the extent their achievability and/or compliance is necessary to achieve and/or to keep in the respective *Relevant Storage* a percental filling level of the *working gas volume* equal to the filling levels specified in Section 18a.2 above. While determining the necessary percental filling level in a *Relevant Storage*, *Storengy* shall also take into consideration the physical allocation of *working gas* resulting from Sections 18a.4 and 18a.6 below.

**18a.4** Regarding *(partly)virtual storage products* the own interest usage (German legal term: *Obliegenheit zur Nutzung*) resulting in the above specified status of the respective *working*

*gas accounts* of *Relevant Storage Customers* only refers to the contracted *Relevant Storages* in their aggregate; *Storengy* in applying the *Discretionary Use* of the respective *Relevant Storages* according to Section 6.4 of the *GTC* shall execute a dead-line-related efficient physical allocation, in order to contribute in achieving the related filling requirements related to the *Relevant Storages*. In doing so, *Storengy* shall also consider the status of the *working gas accounts* of (i) *Relevant Storage Customers*, having contracted non-virtual *storage products* and (ii) all other *Storages Customers* in *Relevant Storages*, – irrespective under which version of General Terms And Conditions or individual contracts for the Storage of Gas their *storage contracts* have been concluded.

**18a.5** To the extent deviating filling level requirements or procedures for making available of *working gas volumes* as well as *injection rate* and *withdrawal rate* related thereto for the *MGV* should be imposed by a further ordinance based on § 35 b (3) *EnWG*, *Storengy* shall notify *Relevant Storage Customers* accordingly in due time and make these deviations the subject matter of an amendment of this Section 18a according to Section 25.1 *GTC*.

**18a.6** Should it become perceivable for *Storengy* that a status threatens, upon occurrence of which the necessary filling level of *working gas* in the respective *Relevant Storage* would technically not be achievable anymore, *Storengy* shall be entitled to notify accordingly via email those *Relevant Storage Customers*, whose status of their *working gas account* may cause such non-achievability and to reference on the necessary measures for achieving said filling levels, in particular on the execution of (re-)nominations ("*Own Interest Reference*", German legal term: "Obliegenheitshinweis"). *Storengy* in doing the assessment, if an *Own Interest Reference* (German legal term: "Obliegenheitshinweis") is required or not, shall consider relevant all (re-)nominations executed by *Relevant Storages Customers* as well as other *Storage Customers* – irrespective under which version of General Terms And Conditions or individual contracts für the Storage of Gas their *storage contracts* have been concluded – for the respective *Relevant Storage(s)* as well as the physical allocation options under (partly) *virtual storage products* in the framework of (i) the *Discretionary Use* and/or (ii) the *Deferred Injection/Deferred Withdrawal* into/out of the *Relevant Storages* according to Section 6.4 of the General Terms And Conditions For the Storage of Gas as of 24.06.2016 ("*GTC 2016*"). An *Own Interest Reference* (German legal term: "Obliegenheitshinweis") vis-à-vis a *Relevant Storage Customer* shall be excluded, should its *working gas account* show a filling level of at minimum 75%.

**18a.7** To the extent a *Relevant Storage Customer* does not comply with an *Own Interest Reference* (German legal term: "Obliegenheitshinweis"), *Storengy* shall be entitled (i) to suspend its performance under the respective *storage contract* as far as this is necessary for achieving the legally required filling level of *working gas* in the respective *Relevant Storage(s)*, and (ii) to grant a respective usage right in the *working gas volumes* as well as the related *storage rate* contracted under said *storage contract* in favor of the *MGV* until the next following 01.04., 6:00 hours (*CET/CEST*) or until the expiry of the respective *storage contract* whichever is the earlier ("*Granted Usage Right*"). The *Granted Usage Right* shall be implemented upon receipt of a respective email declaration to be issued by *Storengy* vis-à-vis the *Relevant Storage Customer* and the *MGV* as of the point in time indicated therein.

**18a.8** Regarding (partly) *virtual storage products* the *Granted Usage Right* refers to its physical

shares in *working gas volume* in the *Relevant Storages* involved in said *storage products* in the status resulting from the last physical allocation in terms of the *Discretionary Use* immediately before the *Granted Usage Right* is implemented.

**18a.9** For the term of a *Granted Usage Right* the respective *Relevant Storage Customer* remains obliged to continuously pay the *storage price*, except for the *Operational Prices* to the extent separately stated.

**18a.10** Upon the expiry of a *Granted Usage Right* suspension of *Storengy's* performance under the respective *storage contract* shall end. Provided the term of respective *storage contract* has not elapsed, it shall be unaltered continued between *Storage Customer* and *Storengy*.

**18a.11** In the event a *Relevant Storage* in relation to its total *WGV* showing a filling level of *working gas*, which at the beginning of the following *gas days* is below the respective filling levels:

- 02.06.2022, filling level < 10% of the total *WGV* (02.06.2022, 6:00 hours (*CET/CEST*)),
- 01.05. (beginning in 2023), filling level < 5% of the total *WGV* (01.05., 6:00 hours (*CET/CEST*)),
- 01.06. (beginning in 2023), filling level < 10% of the total *WGV* (01.06., 6:00 hours (*CET/CEST*)),

then by operation of the *Ordinance* danger of missing the *Filling Level Requirements* exists and *Storengy* shall be obliged to make available the *WGV* contracted by all *Relevant Storage Customers* in the *Relevant Storage* including the *injection rate* to maximum available extent to *MGV*.

**18a.12** Should the temporary *Ordinance*, the *Gas Storage Filling Ordinance* or an eventual enacted further temporary *Ordinance* according to § 35 b (3) *EnWG* go out of force or being amended before the expiry of its respective limitation, *Storengy* shall inform the *Relevant Storages Customers* accordingly in due time and shall make this a subject matter of an amendment of this Section 18a according to Section 25.1 *GTC*.

**18a.13** For the effective term of this Section 18a *Storengy* reserves the right to refuse the conclusion of contracts specified in Section 18.4 *GTC*, to the extent such conclusion might endanger safeguarding of the legal *Filling Level Requirements*. Said endangering is usually not existing, if the respective *Relevant Storage Customer* intends to sublease during a term including the

- 01.10., 6:00 hours (*CET/CEST*), starting in 2022, at maximum 15 percent,
- 01.11., 6:00 hours (*CET/CEST*), starting in 2022, at maximum 5 percent,
- 01.02., 6:00 hours (*CET/CEST*), starting in 2023, at maximum 60 percent

of the *working gas volume* contracted under a *storage contract* in a *Relevant Storage*. To the extent deviating timing and/or filling requirements should be enacted according to Section 18a.5, these requirements shall replace the requirements in the preceding sentence 2 and shall apply. The preceding sentences 2 and 3 shall not apply to the extent, the sublet *working gas volume* due to a transfer of gas in storage is filled in a way that, considering said filling level and the one of the remainder of *working gas volume* not sublet, in aggregate meet the *Filling Level Requirements* or considering the aggregate filling level of the respective *Relevant*

*Storage* and the point in time an achievement according to Sections 18a.4 and 18a.6 above is not endangered.

**18a.14** This Section 18a shall go out of force upon the point in time the statutory rules owing to which it has been inserted into the *GTC* cease to apply. At the time of the insertion of this Section 18a cessation of said statutory rules is intended as of 01.04.2025 and at the time of the amendment of this Section 17a as regards the *Gas Storage Filling Ordinance* the expiry of the 31.03.2025. For the *Parties* this means 01.04.2025, 6:00 hours (*CET/CEST*) and regarding the *Gas Storage Filling Ordinance* 31.03.2025, 24:00 hours (*CET/CEST*).

## Section 19 Temporary Assignment of Storage Contract

- 19.1** *Storage customer* may assign its rights and obligations under the *storage contract* wholly or in part to a third party for a limited term, against payment of the transfer price and subject to the prior conclusion of an assignment agreement according to a respective specimen contract provided by Storengy ("*Assignment Specimen*"), comprising the written consent by *Storengy*. *Storengy* shall not unreasonably withhold or delay its consent. The price of the temporary assignment is stipulated in the *storage price sheet* and is specified in the *storage product sheet*, attached to the *storage contract*.
- 19.2** The consent of *Storengy* is not required if there are no issues regarding the technical and financial reliability of the *storage customer's* assignee, provided that the *storage customer* has given notice pursuant to Section 19.3 (Temporary Assignment of Storage Contract) and *storage customer* and its assignee have concluded an agreement according to *Assignment Specimen* and provided *Storengy* with a respective copy. There shall be no issues regarding the technical and financial reliability if the storage customer's assignee is in a position to fulfil the requirements of Section 5 (Creditworthiness Assessment and Security).
- 19.3** Notwithstanding the requirement of *Storengy's* consent according to Section 19.1 above, any assignment shall become effective after the expiration of ten (10) business days following the business day upon which the an agreement according to *Assignment Specimen* has been concluded according to Section 19.1 above or its copy has been received by *Storengy* according to Section 19.2 above.
- 19.4** For the avoidance of doubt, any partial temporary assignment pursuant to this Section 19 (Temporary Assignment of Storage Contract) does not allow the assignment of unbundled *working gas volumes* and/or *withdrawal rate* and/or *injection rate* originally contracted in the form of bundled products.

## Section 20 REMIT Data Reporting Services

**20.1** Subject to the conclusion of a bilateral agreement with *Storengy*, *Storengy* shall assume for the

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*storage customer* the obligations to continuously notify the Agency for the Cooperation of Energy Regulators ("ACER") the quantities of *working gas* stored by the *storage customer* in *Storengy's storage(s)* in accordance with the Implementing Regulation (EU) No. 1348/2014 of 17 December 2014 on data reporting pursuant to Article 8 paragraphs 2 and 6 of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on the integrity and transparency of the wholesale energy market ("*REMIT Data Reporting Services*").

- 20.2** For the performance of the *REMIT Data Reporting Services*, *Storengy* shall use the reporting mechanism of the non-profit association "Gas Infrastructure Europe" registered with ACER for the ACER REMIT Information System ("*ARIS*"), with which *Storengy* has concluded a corresponding service agreement. The existence of the contract for the performance of *REMIT Data Reporting Services* between *Storengy* and the *storage customer* is therefore dependent on the existence of the service agreement concluded between *Storengy* and Gas Infrastructure Europe. *Storengy* shall endeavour to provide an appropriate alternative, should *ARIS* not be available anymore.

## Part VI – Suspension, Term and Termination

### Section 21

#### Suspension/Termination of Storage Contract/Services

- 21.1** In case of any material infringements or abusive usage of the *storage contract*, in particular non-compliance with the payment obligations or hoarding of a *storage product* in a congestion situation (i.e. significant disuse of the *storage product*, while *Storengy* therefore cannot comply with a different *storage customer's* offer) by the *storage customer*, or non-compliance with obligations regarding the *storage products* or services by *Storengy* or the *storage customer*, the other party is entitled to suspend delivery and acceptance or acceptance and redelivery of *gas* or its obligations under the *services* if the breach has not been remedied within two weeks after receiving written notice from the respective other *party*. If, after the aforementioned notice, the particular infringement reoccurs, the other *party* is entitled to terminate the respective *storage contract* or service with immediate effect. For the purposes of these *GTC*, material contractual infringements shall include, for example but not limited to, non-compliance by the *storage customer* with the requirements set out in Section 5 (Credit Worthiness Assessment and Security).
- 21.2** Each *party* is entitled to suspend the *storage products* or services, demand advance performance or terminate the *storage contract* or services with immediate effect if, in the reasonable estimation of that *party*, the ability of the respective other *party* to perform its obligations under the *storage contract* is materially impaired and that party is acting in good faith (Treu und Glauben).
- 21.3** In the event of a suspension, the *parties* shall resume the performance of their obligations without undue delay (unverzüglich) as soon as the reasons for the suspension cease to exist and the *party* responsible in accordance with this Section 21 (Suspension/Termination of Storage Contract/Services) has reimbursed to the respective other *party* the costs incurred for the suspension and for the resumption of the *storage products* or *service*. Section 14 (Liability) shall apply to any such reimbursement.

### Section 22

#### End of the Contractual Relationship

- 22.1** At the end of the term of the *storage contract*, the *working gas account* for the *storage customer* must be zero (0).
- 22.2** If the *storage contract* is terminated with immediate effect, *Storengy* shall grant the *storage customer* a reasonable period during which the storage customer has to fulfil the obligations defined in sentence 1 of this Section 22.1 (End of Contractual Relationship), during which the respective price according to Section 10 continuously shall be paid, provided that, *Storengy* is not responsible for the termination reason. For the purpose of clarification, it is noted that the stipulation of a reasonable period of time will be oriented to the possibility to withdraw the

corresponding quantities of *gas* in this period of time subject to the available *withdrawal rate*.

- 22.3** If the *storage customer* is not able to withdraw its *gas* by the end of the term of the *storage contract* due to Force Majeure or any failure of *Storengy*, the *storage customer* shall withdraw its *gas* within a reasonable period after the expiry of the *storage contract*, unless such retention of the *working gas* is unreasonable for *Storengy* (e.g. therefore impending non-acceptance of another storage customer's offer). Regarding the term "reasonable period" Section 22.1 sentence 3 applies accordingly.
- 22.4** Subject to the condition precedent that the storage customer has not or not fully withdrawn its *gas* at the end of the term of the *storage contract* or after expiry of the periods of time stated in Section 22.1, Sentence 2 (End of the Contractual Relationship) or Section 22.2 Sentence 1 (End of the Contractual Relationship) or it is not deemed reasonable for *Storengy* for the *working gas* to remain pursuant to Section 22.2, *Storengy* is to be granted the sole possession and a right of lien to the *working gas* concerned to the extent that *Storengy* is entitled to sell this *gas* in its own name and for its own account. *Storengy* will try to sell the *gas*, deduct the transaction costs from the sales proceeds (including the costs incurred with the withdrawal and the transport of the corresponding quantities), retain from the residual amount retain a contractual penalty in the amount of 50% and pay out the remaining amount to the *storage customer*. Subject to the condition precedent by the decision of *Storengy* to be announced to the *storage customer* not to sell the *gas*, the *storage customer* declares to transfer ownership in this *gas* to *Storengy* against payment of a purchase price of 50% of the real value existing at the time of ownership transfer.
- 22.5** If after expiry of the *storage contract* (and lacking any other storage contract of that specific storage customer being effective beyond said expiry) but within the period referred to in Section 22.1 sentence 2 (End of Contractual Relationship) or Section 22.2 sentence 1 (End of Contractual Relationship), the parties conclude a new *storage contract* with a start date equal to the end date of the preceding *storage contract*, with respect to the same *storage*, the *storage customer* is entitled, notwithstanding Section 22.1 (End of Contractual Relationship), to leave the *gas* located in the *storage* at the end of the term of the preceding *storage contract* as part of the *storage product* contracted under the new *storage contract*. This shall also apply if such a subsequent *storage contract* (i) relating to another *storage* is concluded by the same *storage customer* and as of the start date of this subsequent *storage contract* an *Agreement on Volume Transfer* pursuant to Section 17.7 is concluded and executed or (ii) relating the same *storage* is concluded by one or more other *storage customers* and as of the start date this subsequent *storage contract*, one/more *Title Transfer of Ownership in Storage Agreements* pursuant to Section 17.1 are concluded and executed or (iii) relating another *storage* is concluded by one or more other *storage customers* and as of the start date this subsequent *storage contract*, one/more *Title Transfer of Ownership between Storage Agreements* pursuant to Section 17.6 are concluded and executed.
- 22.6** Regarding *Gas-In-Store storage products* deviating from Sections 22.1 to 22.4 it applies that, the *storage customer*, at the end of the term of the *storage contract*, has to return the gas provided to it as a non-cash loan to *Storengy*. The identity of *gas* has not to be safeguarded hereby. Insofar as the *storage customer* does not fulfil its obligation for return in time *Storengy* will purchase the missing quantities of *gas* at the costs of the *storage customer* and charge a



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contractual penalty on the purchase price paid in this case in the amount of 50% of the purchase price plus the transaction costs associated with the gas purchase (including the costs incurred with the injection and the transport of the corresponding quantities) to the *storage customer*.

**Storengy Deutschland GmbH**

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## Part VII – Miscellaneous

### Section 23

#### Assignment of Storage Contract / Succession

- 23.1** Each *party* shall be entitled, with the prior written consent of the respective other *party*, to assign its rights and obligations under the *storage contract* wholly or in part to a third party. The consent shall not be unreasonably withheld nor delayed. *Storengy* is entitled to withhold its consent to an assignment should the assignment according to this Section 23.1 (Assignment of Storage Contract / Succession) only occur to avoid the payment for a temporary assignment according to Section 19.1 (Temporary Assignment of Storage Contract). Such an intention of the parties shall be deemed to exist in case of a re-assignment.
- 23.2** Sections 19.2, 19.3 and 19.4 (Temporary Assignment of Storage Contract) shall apply accordingly to an assignment under this Section 23 (Assignment of Storage Contract / Succession).
- 23.3** In addition to Section 19.2 (Temporary Assignment of Storage Contract), the consent of the *storage customer* is also not required if *Storengy* assigns its rights and obligations under the storage contract wholly or in part to an affiliated company within the meaning of Section 15 et seqq. German Stock Corporation Act (Aktiengesetz).

### Section 24

#### Confidentiality

- 24.1** The *parties* shall keep the content of the *storage contract* and all information obtained thereunder by one *party* from the respective other *party* confidential and shall not disclose confidential information to any third party in any manner whatsoever, without the prior written consent of the respective other party, except as provided for in Section 24.2 (Confidentiality).
- 24.2** Each party shall have the right to disclose confidential information obtained from the respective other party without that other *party's* written consent:
- 24.2.1** to its directors, employees and those of affiliated companies which are bound by the provisions of this Section 24 (Confidentiality) in the same manner as the disclosing *party* or by another, no less stringent legal, contractual or professional confidentiality undertaking; or
- 24.2.2** to agents, advisors, consultants, banks and insurance companies if and to the extent that such disclosure is required for the proper performance of the *party's* obligations under the storage contract, and prior to making any such disclosures the disclosing *party* obtains an undertaking of confidentiality, no less stringent than contained in this Section 24(Confidentiality), from each such person or company; or

**24.2.3** to the extent such confidential information:

- is already known to the *party* obtaining it as at of the date of disclosure; or
- is at the time of disclosure already in the public domain or becomes available to the public domain other than through the act or omission of the disclosing *party*; or
- is required to be disclosed under applicable law or by a governmental order, including an order given by institutions of the European Union, by decree, regulation, rules or guidelines or by an enforceable decision of a court, provided that the disclosing party gives immediately after disclosure written notice to the other *party* which information in particular was provided; or
- is information required by the adjacent network operator for proper data exchange, use and operation of a storage and execution of a *storage contract*; or
- is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the party obtaining it.

**24.3** The confidentiality obligation shall exist for the term of a *storage contract* and shall continue for a further period of three years after the end of the term of the *storage contract*.

**24.4** Insofar as it can be assumed that the parties will receive confidential information from the respective other party in negotiations regarding the conclusion of a *storage contract* or a contract regarding a *service*, the exchange of confidential information can be rendered dependent on the conclusion of a non-disclosure agreement within the meaning of this Section 24.1 to 24.3. In the interest of equal treatment *Storengy* uses standard agreements for this purpose.

## Section 25 Amendments to the GTC

**25.1** *Storengy* has the right to amend these *GTC*. Such amendments can only be implemented in order to react to changes to mandatory national or international law, legally binding decisions and instructions of national and international authorities, such as the Federal Network Agency (Bundesnetzagentur), technical requirements of the adjacent network operator (e.g. pressure or quality specifications), for geological/reservoir reasons and in order to maintain the operative and technical integrity of the storage or the adjacent gas network and/or to comply with generally accepted technical standards (anerkannte Regeln der Technik) (e.g. DVGW), which become effective or were amended after the conclusion of a *storage contract* and which have an impact on that *storage contract*. Upon amendment of these *GTC*, *Storengy* shall inform the *storage customer* by written notice and provide the *storage customer* with the amended *GTC*. The amended *GTC* shall take into account the economically equivalent interest of the

*storage customer* and *Storengy* and shall become effective at the earliest within 30 calendar days after the storage customer has received the written notice and the amended *GTC*.

**25.2** Notwithstanding Section 25.1 (Amendments to the *GTC*), *Storengy* shall have the right to amend the *GTC* at any time taking into account the economically equivalent interest of the *storage customer* and *Storengy*. The *storage customer* is entitled to refuse the application of the amended *GTC* for an existing *storage contract* within 30 business days after having received the notification about the amendment of the *GTC* together with the amended *GTC* by delivering a written refusal to *Storengy*. In the case of a *storage customer's* refusal to apply the amended *GTC*, the already applicable *GTC* remain effective and *Storengy* is not entitled to terminate the *storage contract* for good cause (aus wichtigem Grund).

**25.3** The correction of obvious typographical or mathematical errors shall not constitute an amendment to the *GTC*.

## **Section 26 Written Form**

Amendments of, additions to and cancellation (Aufhebung) or termination of the *storage contract* or a contract regarding a *service* and all documents applicable to the *storage contract* as defined in Section 3.1 (Storage Contract) or a contract regarding a *service* shall only be valid if made in writing. The same shall also apply to the amendment of, additions to, or the cancellation of this written form requirement.

## **Section 27 Arbitration / Applicable Law and Language**

**27.1** All disputes arising in connection with the *storage contract* and these *GTC* or their respective validity shall be exclusively and finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V.) by an arbitral tribunal without recourse to the ordinary courts of law.

**27.2** The arbitral tribunal shall consist of three arbitrators.

**27.3** The arbitration proceedings shall take place in Berlin, Germany.

**27.4** The language of the arbitral proceedings shall be German.

**27.5** Exclusively German law is applicable to the contracts regarding *storage products* and these and *Services* their interpretation as well as to the *GTC* and their interpretation. The Convention of the United Nations on Contracts for the International Sale of Goods will not apply.

**27.6** Should there be any contradiction between these *GTC* in the German and the English language

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versions, the German version shall prevail.

## **Section 28**

### **Compliance with Storengy's Ethical Standards**

The "Ethics Charter" and the "Guidelines: Ethics in Practice" of the ENGIE-Group applicable to the affiliated Storengy and published at <https://www.engie.com/en/group/ethics-and-compliance> shall apply to the contractual relationship between *storage customer* and *Storengy*.

## Section 29 Definitions

### General Terms and Conditions for the Storage of Gas and/or GTC

This document including the attachments thereto, e.g. the *Operating Manual Storage* and the *Technical Manual Storage* as well as any amendments thereto that comprise the conditions under which *Storengy* offers and provides *storage products* and *services*.

### Adjacent network/operator or TSO/DSO

Operator of the gas network(s), which is/are connected with the *storage* and/or with which the transport capacities are to be booked for an injection into or a withdrawal from its gas network(s). TSO stands for "Transmission System Operator". DSO stands for "Distribution System Operator".

### Working gas

*Working gas* describes the quantities of *gas*, which are stored by *Storengy* for a certain *storage customer*, and are registered in the respective *working gas account*– subject to *Deferred Injections* and/or *Deferred Withdrawals* and/or a *Discretionary Use* by *Storengy*– are physically registered in the book/books of the *storage(s)*, which is(are) actually used or held available for the injection(s) and/or withdrawal(s) and/or for the Deferred Injection(s) and/or Deferred Withdrawal(s) and/or within the scope of *Discretionary Use*.

### Working gas account

Means an account maintained by *Storengy* for each *storage customer* per *storage*, showing the quantities of *gas* nominated and/or re-nominated for injection and/or withdrawal taken over and/or redelivered by *Storengy* at the relevant *storage delivery points* and/or the relevant *storage off-take points* which shall be credited and/or debited to the account. *Storengy* notifies *storage customer* about the balance of this account per each *gas month* at the beginning of the next following *gas month*. Regarding *virtual storage products* the *working gas accounts* are maintained by *Storengy* for each *storage customer* per *virtual storage product* showing quantities of *gas* nominated and/or re-nominated for injection and/or withdrawal taken over and/or redelivered by *Storengy* at the relevant *virtual trading point*.

### Working gas volume

*Storage volume* into which a *storage customer* can inject *gas* or from which it can withdraw *gas*. Unless otherwise stated, the *working gas volume* is shown in kWh.

### Operating prices

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Refers to the remuneration owed by the *storage customer* for the *(re-)nomination(s)* of the *storage customer* confirmed by *Storengy*. The *operating prices* are specified in the *storage contract* and/or the *storage price sheet* and/or the *storage product sheet*.

### Gross calorific value or GCV

The gross calorific value of a *gas* is in accordance with DIN EN ISO 6976 given by the negative value of the reaction enthalpy which takes place during *gas* combustion under constant pressure  $p = 1,013.25$  hPa. It is assumed that the temperature of the reaction products after combustion is equal to the temperature of the components involved in the reaction before combustion. The reference temperature in Germany is set at 25°C. In the remainder of Europe, 15°C is usual.

The gross calorific value is the quantity of heat released by complete combustion of a specified quantity of *gas* with oxygen so that the pressure  $p$  at which the reaction takes place remains constant and all the products of combustion are returned to the same specified temperature  $T$  as the reactants; all these products of combustion are gaseous, with the exception of the water formed during combustion, which condenses at the given temperature  $T$ . For the purpose of storing gas, volume-related units of measurement for the gross calorific value is used (in kWh/m<sup>3</sup><sub>n</sub> or MJ/m<sup>3</sup><sub>n</sub>).

### CBP

Refers to the EASEE-gas Common Business Practice 2003-002-01 for the harmonisation of the nomination and matching process (see also downloadable file "nomination matching processes 2005").

### Effective date

Date, on which a *storage contract*, a contract regarding a *service* or any other agreement is concluded between *Storengy* and the *storage customer*.

### DVGW

Deutsche Vereinigung des Gas- und Wasserfaches e.V. is a German association for the gas and water industries; it publishes certain standards, rules and norms, which are accepted standards in the gas and water industries.

### Injection curve

The injection curve represents the injection rate of a *storage* as a function of the degree of *storage* inventory. The greater the degree of *storage* inventory the greater the internal pressure in the *storage* against which the *gas* must be injected, so that from a specific point onwards the *injection rate* decreases (injection break point), unless otherwise stipulated in the *Storage product sheet*.

### Injection rate

Volume of the *gas* flow in kWh/h during *gas* injection with which the *gas* can be injected into the *storage* at maximum in accordance with the corresponding injection curve. The greater the degree of *storage* inventory the greater the internal pressure in the *storage* against which the gas must be injected, so that from a specific point onwards the *injection rate* decreases (injection break point), unless otherwise stipulated in the *Storage Product Sheet*. Unless otherwise specified, the injection rate is stated in kWh/h.

### End date

Date, on which a *storage contract*, a contract regarding a *service* or any other agreement between *Storengy* and the *storage customer* expires.

### Energy content

Is defined as the product of *gross calorific value* and volume in normal conditions. Energy content equivalence means that the energy content of the *gas* delivered to and redelivered from *storage delivery point* and *storage off-take point* is the same.

### Withdrawal curve

The withdrawal curve represents the *withdrawal rate* of a *storage* as a function of the degree of storage inventory. When the *storage* is full, this function normally describes a constant line up to a certain point from which the internal pressure in the *storage* decreases to such an extent that the *withdrawal rate* decreases with the withdrawn *working gas* (withdrawal break point), unless otherwise stated in the *storage product sheet*.

### Withdrawal rate

Volume of the *gas* flow at the *storage off-take point* when the *gas* is withdrawn from the *storage* in accordance with the respective *withdrawal curve* at maximum. The lower the degree of storage inventory, the lower the internal pressure in the storage against which the gas can be withdrawn, so that from a specific point onwards the *withdrawal rate* decreases (withdrawal break point), unless otherwise stipulated in the *storage product sheet*. The *withdrawal rate* is stated in kWh unless otherwise specifically noted.

### Firm

Refers to a certain *storage rate* in a *storage* and means the availability of such *storage rate* for a *storage customer* irrespective of the usage of *storage rates* within scope of other *firm storage products* and therefore contractually not *interruptible*.



### **Flexi Product**

Means a specific *storage product* which *Storengy* may additionally offer as described in Section 2.2 (Scope and Products) on an *interruptible* basis, comprising an *injection rate* and an *withdrawal rate* with imminent *interruptible* usage of *working gas volumes* to the extent available, whereby the usage by *storage customers* within the scope of *storage products*, other *storage products* and/or further *storage products* has priority.

### **Gas**

Has the meaning of Section 3 No. 19a of the German Energy Industry Act (EnWG) and therefore includes natural gas, biogas, liquefied gas and hydrogen produced by electrolysis as well as synthetically methane, which is produced by water electrolysis and subsequent methanisation, as far as this is in accordance with the regulations of the DVGW worksheet G 260, 2<sup>nd</sup> gas family in the respective current version, as well as classification of the respective storage facility to L-gas or H-gas group.

### **Gas-In-Store-Product**

Is a *storage product* for which the *working gas volume* has already been fully or partially filled at the beginning of the contract with *working gas* provided to the *storage customer* as a non-cash loan, which is to be returned by the *storage customer* to *Storengy* at the time specified in the contract in the form of an identical heat quantity.

### **Gas month**

The period between 06:00 a.m. (CET/CEST) on the first calendar day of a calendar month and 06:00 a.m. (CET/CEST) on the first calendar day of the following calendar month.

### **Gas day**

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.

### **Force Majeure**

Has the meaning ascribed to it in Section 13.2 (Force Majeure).

### **CET/CEST**

Abbreviation for Central European (Summer) Time. The application of CET and CEST is determined by the legal time according to the German law on the definition of units and time.

### **VAT**

Means Value Added Tax.

### Identity of gas

There is an identity of *gas* if the injected and withdrawn quantities consist of identical molecules. If the identity of *gas* is not maintained, the quantities of *gas* redelivered at the *storage off-take point* shall consist of molecules that are not identical to those delivered at the storage delivery point. Instead, other quantities with the same energy content are made available.

### Nomination

Prior information given by *storage customer* about the quantities of *gas* to be injected or withdrawn within specific periods in accordance with the *Operating Manual Storage*.

### Operating Manual Storage

Is attached to the *GTC* as Attachment A, published on *Storengy's* website <https://www.speicherportal.storengy.de/gtc> and amended from time to time.

### Option price

Refers to the remuneration owed by the *storage customer* for granting an option to contract a *storage product*. The option prices are specified in the *storage contract* and/or the *storage price sheet* and/or the *storage product sheet*.

### Party

Either an individual *storage customer* or *Storengy* and/or collectively *storage customer/s* and *Storengy*.

### Re-nomination

Subsequent modification of the nominated quantities of *gas*.

### Shipper code

Unique code assigned to a *storage contract* by *Storengy* used for the identification of *nominations* or *re-nominations* and individual attribution of the respective quantities of *gas*.

### Shipper code pair

A pair of shipper codes used to identify the nominations and/or re-nominations and the individual allocation of quantities of *gas* that are taken over by *Storengy* from the *adjacent gas network* and/or returned by *Storengy* to the *adjacent gas network* or transferred at the *Virtual Trading Point* between

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the balancing groups of the *storage customer* and *Storengy* (in the scope of GaBi Gas 2.0<sup>4</sup> the balancing group number corresponds to the shipper code).

### **Storage(s)**

Underground storage facilities owned and/or operated by *Storengy* for the storage of *gas* comprising, as of the effective date of these *GTC*, the underground storage facilities located at Fronhofen, Harsefeld, Lesum, Peckensen, Schmidhausen and Uelsen, as amended from time to time.

### **Storage off-take point**

The location at which the *gas* from the storage enters into the gas network of the *adjacent network operator*, as defined in Attachment B. For *Virtual Storage Products*, the *Virtual Trading Point(s)* specified in the *Storage Product Sheet*.

### **Storage delivery point**

The location at which the gas exits from the network of the *adjacent network operator* into the *storage*, as defined in Attachment B. For *Virtual Storage Products*, the *Virtual Trading Point(s)* specified in the *Storage Product Sheet*.

### **Storage year**

The period between 1 April, 06:00 a.m. (*CET/CEST*), of one calendar year and 1 April, 06:00 a.m. (*CET/CEST*), of the following calendar year.

### **Storage customer**

Means a natural person or legal entity, which is the *party* of a *storage contract* with *Storengy*, has submitted a binding offer for conclusion of a *storage contract* with *Storengy* as *party* or has expressed its interest to become such a *party*.

### **Storage rate**

A measure of the capability of a *storage* to inject and withdraw a certain quantity of *gas* within a certain period of time. The measured quantities are stated in kWh/h unless otherwise specifically noted.

### **Storage rate, minimum**

Refers to the minimum *storage rate* for which *storage* and their measuring equipment are designed ("*Minimum Storage Rate*" as defined in Section 2.1 of the *Technical Manual Storage*) and below which

*(re-)nominations* by *Storengy* are rejected, unless several *(re-)nominations* taken together reach the minimum *storage rate* or the minimum *storage rate* can be reached by *Deferred Withdrawal* or *Deferred Injection*. No minimum *storage rate* applies to *virtual storage products*.

### **Storage price**

Describes the remuneration to be paid by the *storage customer* for the contracted *storage product*. *Storage price* shall be determined in the *storage contract* and/or in the *storage price sheet* and/or the *storage product sheet*.

### **Storage price sheet**

Means a list describing a particular *storage price* and/or *operating prices* (including its indexation) for a particular *storage product* which *Storengy* offers regarding the *storages* and which is published on the *Storengy* website (<https://www.storengy.de/en/general-terms-and-conditions>) and amended from time to time.

### **Storage product**

Means the usage right in a certain *working gas volume* in relation to a certain *storage rate* regarding the storage of quantities of *gas* in a *storage* as contracted under the *storage contract*, including any additionally agreed *services*. Delivery and redelivery of the *gas* shall take place at the *storage delivery point* or *storage off-take point*.

A storage product may be offered *bundled* or *unbundled*, *firm* or *interruptible*, (*temporarily*) *virtual*, (*temporarily*) *partly-virtual*.

### **Storage product, Day-Ahead**

Means an unbundled *storage product* whose availability is only determined in the course of the *gas day* immediately preceding the *gas day* of its availability. *Day-ahead storage products* can be made available both on a firm ("*Day-Ahead firm*" - "*DAF*") and interruptible ("*Day-Ahead interruptible*" - "*DAI*") basis. *Day-ahead storage products* are subject to special conditions for contracts under the *Storengy* framework agreement for *day-ahead products*.

### **Storage product, firm**

Refers to a *storage product* for which the *working gas volume* and/or *injection rate* and/or *withdrawal rate* is available independently of the use of *injection rate* and *withdrawal rate* within the scope of other *storage products*.

### **Storage product, bundled**

Refers to a *storage product* containing a certain fixed ratio between *working gas volume*, (partially) *interruptible* or *firm withdrawal rate* and (partially) *interruptible* or *firm injection rate*, whereby this fixed ratio constitutes a *bundle*.

### **Storage product, unbundled**

Refers to a *storage product* consisting separately of *working gas volume*, (partially) *interruptible* or *firm withdrawal rate* and/or (partially) *interruptible* or *firm injection rate*, the separate components of which can be contracted individually or in a contractually agreed combined ratio or can be combined individually or in combination with a *bundled storage product*.

### **Storage product, interruptible**

Refers to a *storage product* for which the *working gas volume* and/or the *injection rate* and/or *withdrawal rate* is only available to the extent that it is not actually used within the scope of *firm storage products* and is interrupted in whole or in part in the event of such prioritised use.

### **Storage product, virtual**

Refers to a *storage product* based on at least two *storages* which are subject to *discretionary use* by *Storengy* and where the delivery and redelivery of the quantities of *gas* (re-)nominated by the *storage customer* takes place at the *Virtual Trading Point(s)* designated in the *storage contract*. A *storage product* may also be offered on a *partly-virtual* or temporary basis.

### **Storage product, partly-virtual**

Refers to a *storage product* for which (i) delivery takes place at the *Virtual Trading Point(s)* specified in the *storage contract*, but the redelivery takes place at the *storage off-take point* as specified in the *Technical Manual Storage* or (ii) delivery takes place at the *storage injection point* as specified in the *Technical Manual Storage* and the redelivery takes place at the *Virtual Trading Point(s)* specified in the *storage contract*. Accordingly, one *storage* or at least two *storages* are available for injection or withdrawal. Insofar as the *storage product* is based on at least two *storages* and refers to *Virtual Trading Points* as *storage injection* or *withdrawal points*, the provisions for *virtual storage products* shall apply, otherwise those for *storage products*.

### **Storage product sheet**

Means the description of a specific *storage product* which *Storengy* publishes on its website ([www.storengy.de](http://www.storengy.de)) in the course of bid invitations or auction procedures and which is always taken as a storage product specific attachment to the *storage contract*, irrespective of the type of pre-contractual procedure.

### **Storage product, residual**

Refers to a *storage product* whose availability depends on circumstances that cannot be planned (e.g. the actual usage of the *storage rate* by *storage customers* and related temperature, pressure and/or volume developments of the *working gas*) and which usually includes interruptible *storage rate* or becomes available only as separate additional *working gas volume*.

### **Storage product, temporary virtualization**

Refers to a *storage product* based on a *storage*, which is expanded to at least two storages, which must be subject to *discretionary usage* by Storengy, and for which delivery and redelivery of the quantities of *gas* (re-)nominated by the *storage customer* at the Virtual Trading Point(s) designated in the storage contract shall take place to avoid or reduce restrictions or suspensions of the *storage rate* according to Section 9.1 for its expected duration.

### **Storage product, temporary partial virtualization**

Refers to a *storage product* based on a *storage* where in order to avoid or reduce restrictions or suspensions of the *storage rate* according to Section 9.1, for the expected duration of which an extension to at least two *storages* is carried out and where (i) the delivery takes place at the *Virtual Trading Point(s)* specified in the *storage contract*, but the redelivery takes place at the *storage off-take point* according to the *Technical Manual Storage* or (ii) delivery takes place at the *storage injection point* as specified in the *Technical Manual Storage* and the redelivery takes place at the *Virtual Trading Point(s)* specified in the *storage contract*. Accordingly, one *storage* or at least two *storages* are available for injection or withdrawal. . Accordingly one *storage* or at least two *storages* are available for injection or withdrawal. Insofar as the *storage product* is based on at least two *storages* and refers to *Virtual Trading Points* as *storage injection* or *withdrawal points*, the provisions for *virtual storage products* shall apply, otherwise those for *storage products*.

### **Storage contract**

Regulates the relationship between the storage customer and Storengy with respect to the provision of storage products with legally binding effect.

### **Start date**

Date of commencing the provision of storage products under a storage contract.

### **Storengy**

Means Storengy Deutschland GmbH as the entity responsible for granting third party access to the *storages*.

### **Technical manual storage**

Is attached to the GTC as Attachment B, published on Storengy's website <https://www.storengy.de/en/general-terms-and-conditions> and amended from time to time.

### **Transport network and pipelines**

Means gas supply networks and gas interconnectors as defined in the EnWG with the exception of

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storages according to Section 28 paragraph (1) sentence 2 EnWG.

**Unlimited re-nomination right**

Has the meaning ascribed to it in Section III, paragraph 4 of the *Operating Manual Storage*.

**Affiliated company**

Has the meaning ascribed to it in Section 23.3 (Assignment of Storage Contract / Succession).

**Deferred Injection**

Has the meaning ascribed to it in Section 6.5 (Rights and Obligations regarding the Provision of Storage Products).

**Deferred Withdrawal**

Has the meaning ascribed to it in Section 6.5 (Rights and Obligations regarding the Provision of Storage Products).

**Confidential information**

Means the content of the storage contract and all information obtained thereunder by one party from the other party.

**Business day**

A business day is defined as a week day from Monday to Friday, which is not an official bank holiday in the German federal state of Berlin. 24 and 31 December are likewise not deemed to be business days. *Storengy's* normal working hours are between the hours of 07:30 a.m. and 4:30 p.m. of a *business day*.

**Additional working gas volume**

Refers to a *working gas volume* whose additional availability depends on circumstances that cannot be planned (e.g. the actual usage of the storage rate by storage customers and the associated temperature, pressure and/or volume developments of the *working gas*) and for which no *storage rate* can be reported.

Transport price

Remuneration to be paid by *storage customer* to *Storengy* for making available quantities of *gas* (re-)nominated by *storage customer* for transferring between balancing group contracts at the *virtual trading point(s)* specified in the *storage product sheet*.

**Virtual Trading Point/s**

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A fictitious point within a market area (§§ 20, 21 GasNZV) operated by a market area manager, at which quantities of *gas* can be mathematically traded and mathematically transferred between balancing groups.

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