

STORENGY DEUTSCHLAND GMBH

GENERAL TERMS AND CONDITIONS
GOVERNING THE BOOKING OF
ADDITIONAL STORAGE RATES
OF STORENGY DEUTSCHLAND GMBH
("GTASR")

Dated 01.04.2023



Preliminary Statements

The provisions and/or definitions set out in the General Terms and Conditions of Storengy Deutschland GmbH ("Storengy") as of December 1st, 2020 for the storage of gas and its attachments ("GTC"), shall form an integral part of this GTASR and shall be applicable mutatis mutandis unless otherwise explicitly stated in this GTASR.

Agreements concerning *Additional Day-Ahead Storage Rate* ("*ADASR-Agreement(s)"*) may be concluded with *Storengy* subject to the *Additional Day-Ahead Product* booking manual, attached to this *GTASR* as Attachment 1 ("*ADASR-Manual"*).

Agreements concerning *Additional Storage Rate* ("ASR-Agreement(s)") may be concluded with *Storengy* subject to the *Additional Storage Rate Product* Booking Manual ("ASR-Manual"), attached to this *GTASR* as Attachment 2.

In the event of discrepancies and/or contradictions between the provisions and/or definitions of this *GTASR* and the provisions and/or definitions of the *GTC* the provisions of this *GTASR* shall prevail.

ADASR-Agreements and/or ASR-Agreements may only be concluded by storage customers who have already concluded a storage contract with Storengy for the same storage concerned by the intended ADASR-Agreement and/or ASR-Agreement and with a start date and/or end date prior or simultaneously to the start date and/or end date of the respective ADASR-Agreement and/or ASR-Agreement. The conclusion of a ADASR-Agreement and/or an ASR-Agreement between storage customer and Storengy shall not affect the terms and conditions of any storage contract of storage customer.

Defined terms are set forth in italics. References to the singular include the plural and vice versa unless otherwise explicitly stated or result from the context.

1. Prerequisites

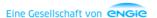
Provision of an *Additional Day-Ahead Storage Rate Product* ("*ADASR-Product*") and/or an *Additional Storage Rate Product* ("*ASR-Product*") shall be subject to the following prerequisites being fulfilled:

- (a) Storage customer has concluded a storage contract with Storengy for the same storage concerned by the intended ADASR-Agreement and/or ASR-Agreement and with a start date prior or simultaneously to the envisaged start date of the respective ADASR-Agreement and/or ASR-Agreement;
- (b) Storage customer has concluded an ADASR-Agreement, subject to the ADASR-Manual, and/or an ASR-Agreement, subject to the ASR-Manual;
- (c) Storage customer has not agreed with Storengy within the storage contract to which the respective ADASR-Agreement and/or ASR-Agreement refers on a

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Managing Directors: Dr Frank Fischer (spokesman), Daniel Mercer Register Court: Charlottenburg County Court HRB 134235 B, (VAT) ID No.: DE256603999



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nomination replacement procedure subject to Section III, paragraph 10 of the *operating manual storage*.

2. Scope of Service

The *ADASR-Product* consists of a *firm* additional *injection* and/or *withdrawal rate* that can be used by *storage customer* on a Day-Ahead basis ("*ADASR"*).

The ASR-Product consists of a *firm* additional *injection* and/or *withdrawal rate* that can be used by *storage customer* on a different basis than Day-Ahead ("ASR").

3. Price

(a) Provisions applicable to ADASR:

The prices for making available both additional *injection* and *withdrawal* rates are published in *Storengy's* Storage Portal under the Section "Day-Ahead Capacities" for each *storage* https://storageportal.storengy.de/storage-info/map

Additionally, to the respective price for the *ADASR* an *operational price* shall apply for each MWh (re-)nominated for injection on the basis of the *ADASR*. The value for the *operational price* shall be equal to the *operational price* within the *storage contract* to which the respective *ADASR-Agreement* refers.

Each MWh (re-)nominated for injection on the basis of a *ADASR* shall be considered when determining the cycling as defined in the *storage* contract to which the *ADASR-Agreement* refers.

(b) Provisions applicable to ASR:

The prices for making available ASR shall be calculated by Storengy upon storage customer submitting an ASR-Request according to the ASR-Manual in each case.

Additionally to the respective price for the *ASR* an operational price shall apply for each MWh (re-)nominated for injection on the basis of the *ASR*. The value for the operational price shall be equal to the operational price within the *storage contract* to which the respective *ASR-Agreement* refers.

Each MWh injected on the basis of a *ASR* shall be considered when determining the cycling as defined in the *storage contract* to which the *ASR-Agreement* refers.

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4. Allocation rules

- (a) ADASR and ASR will be allocated on a "first come, first-served" basis.
- (b) Conclusion of a *ADASR-Agreement* shall be effected by *storage customer* receiving, without undue delay, an automatically generated confirmation from *Storengy* on the amount of *ADASR* allocated and the published price applicable thereto.
- (c) Conclusion of an *ASR-Agreement* shall be effected by *storage customer* receiving, without undue delay, an offer per e-mail from *Storengy*, containing the quantity of the allocatable *ASR* and the respective price and *storage customer* sending a confirmation e-mail to *Storengy* accepting the *ASR* and the corresponding price.

5. Invoicing and payment

- (a) *The ADASR-Price* and *ASR-Price* shall be invoiced by *Storengy* to *storage customer* based on the contracted *injection* and/or *withdrawal rates*.
- (b) For invoicing and payment of the ADASR and ASR, Section 12.2 to 12.8 of the GTC shall apply, resulting in an invoicing by the 15th calendar day following the gas month of the provision of the ADASR-Product and/or ASR-Product (subject to subsections 12.2.1 and 12.2.2 of the GTC).

6. Amendment

Storengy shall have the right to adjust the pricing according to Section 3 and other conditions of this *GTASR*. The respective amended *GTASR* will be published on *Storengy's* website upon its effectiveness. However, the application of Section 25 of the *GTC* shall remain unaffected.

7. Term and Termination

Each *ADASR-Agreement* shall come into effect upon *Storengy's* acceptance of the binding offer submitted according to the *ADASR-Manual*. Such acceptance shall be issued by *Storengy* by sending an automatic e-mail, confirming the binding offer. The provision of the *ADASR* shall commence upon the *start date* specified therein.

Each *ADASR-Agreement* shall terminate upon the end of the *gas day(s)* for which the *ADASR-Product* was contracted or upon termination of the last *storage contract* of *storage customer* for which the *ADASR-Product* was contracted, as the case may be.

Each *ASR-Agreement* shall come into effect upon *storage customer's* acceptance of the binding offer submitted by *Storengy* according to the *ASR-Manual*. Such acceptance shall be issued by *storage customer* by sending an e-mail, confirming the binding offer. The provision of the *ASR* shall commence upon the *start date* specified therein.

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As of 01.04.2023



Each *ASR-Agreement* shall terminate upon the end of the last *gas day* for which the *ASR-Product* was contracted or upon termination of the last *storage contract* of *storage customer* for which the *ASR-Product* was contracted, as the case may be.



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Attachment 1: ADASR-Manual

1. Availability and Offer of ADASR

Available ADASR shall be published every gas day at 10:00 a.m. CET/CEST in the public area of Storengy's storage portal under the Section "Day-Ahead Capacities" for each storage https://storageportal.storengy.de/storage-information/storage-info/map.

2. Contracting of ADASR-Product

Storage customer can submit an offer to Storengy for the conclusion of an ADASR-Agreement by filling in all requested information in the online booking mask, as soon as ADASR are published as available (see Section 1).

Subject to the completion of the online filling mask, the offer for ADASR shall be deemed bindingly submitted upon clicking on the "Book" button.

Binding offers for contracting ADASR may only be executed on the gas day before the gas day for which ADASR is available.

Multiple binding offers executed on the same gas day for different storages, and ADASR related thereto are possible.

3. Allocation Rules

Requested *ADASR* shall be allocated on a "first come, first served" basis.

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Attachment 2: ASR-Manual

1. Availability and Offer of ASR

Availability of ASR shall be checked by Storengy upon request by storage customer per e-mail to operations@storengy.de ("ASR-Request"). Storengy shall respond to an ASR-Request within 1 hour to the full hour including a notification of the respective price applicable to the ASR if available ("ASR-Binding Offer"). The ASR-Binding Offer shall be binding for the duration of one hour to the full hour ("ASR-Binding Period") as of its receipt by storage customer.

2. Contracting of ASR

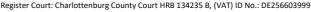
Storage customer can accept Storengy's ASR-Binding Offer by sending an unconditional notice of acceptance via e-mail to operations@storengy.de, receipt of which shall be effected within the ASR-Binding Period.

Multiple ASR-Requests executed on the same gas day for different storages and ASR related thereto are possible.

3. Allocation Rules

ASR Binding Offers will be sent by Storengy on a first come, first served basis according to the order of the receipt of the ASR-Requests.

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