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**General Terms & Conditions**

**for Access to the Gas Storage Facility**

**of**

**Trianel Gasspeicher Epe GmbH & Co.**

**KG**

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## **§ 1 Definitions**

The definitions provided in **Appendix A** apply for the purposes of interpretation of the terms used in these General Terms & Conditions.

## **§ 2 Licensing, Conclusion of Contract and Subject Matter of the Agreement**

1. Available storage capacity is published at the TGE storage bulletin board (www.trianel-gasspeicher.com).
2. The Storage Facility Operator and the Storage Customer will enter into a contract by concluding an individual agreement pursuant to the specimen attached as **Appendix B** in conjunction with these General Terms & Conditions. This agreement will come into being upon signature of the corresponding written agreement or – once the corresponding technical prerequisites are in place – through the use of an online booking procedure. Storage Customers must be licensed to use this procedure to book capacity. The licensing process and the procedure for initiating an agreement are described on the website of the Storage Facility Operator.
3. The Storage Facility Operator agrees to maintain storage capacity in the storage facility for the Storage Customer pursuant to the individual agreement in conjunction with these General Terms & Conditions and to inject, store and withdraw natural gas as requested in accordance with the provisions of the individual agreement and these General Terms & Conditions covering access to the storage facility.
4. The Storage Customer will be responsible for delivery of the natural gas to be stored to the point of receipt specified in the individual agreement; the Storage Facility Operator will be responsible for making the natural gas to be withdrawn available at the point of delivery specified in the individual agreement.
5. The Storage Facility Operator will accept for storage at the point of receipt and store in the storage facility natural gas together with and not separately from other deliveries of natural gas; the Storage Facility Operator will further make natural gas intended for withdrawal available at the point of delivery. The identity of the natural gas and its heating value need not be maintained. The Storage Customer will retain (co-)ownership rights in the natural gas. The extent of such (co-)ownership rights will be determined on the basis of the energy content.

### § 3 Injection and Withdrawal Capacity, Working Gas Volume, Storage Bundles

1. The Storage Customer may book bundled storage capacity (storage bundles) or unbundled storage capacity (injection and / or withdrawal capacity and / or working gas volume) on the basis of the published availability of storage capacity on a firm or interruptible basis. It is important to keep in mind in this context that unbundled storage capacity can be booked to complement bundled storage or in combination with injection capacity, withdrawal capacity and working gas volume. The acquisition of storage capacity on the secondary market is the equivalent of a booking with the Storage Facility Operator.

Firm storage capacity constitutes a non-interruptible guaranteed service that the Storage Facility Operator is under obligation to perform for the Storage Customer within the limits agreed to contractually and subject to the contractually agreed restrictions after such capacity is booked. The right of the Storage Customer to use the storage capacity booked by the Customer is restricted by the technical parameters and storage curves provided in **Appendix C**.

The Storage Facility Operator may at any time interrupt interruptible capacity insofar and as long as the corresponding capacity is not available. Any interruption or reduction of capacity booked by Storage Customers on an interruptible basis will be carried out on a pro rata basis, i.e., the service performed for each of the various Storage Customers who have contracted for interruptible capacity will be interrupted or limited to the same proportion.

2. A storage bundle involves a fixed ratio of nominal injection capacity, maximum working gas volume and nominal withdrawal capacity that reflects the physical and technical attributes of the storage system. The current composition of bundled storage is shown in the Product and Price List (**Appendix D**).
3. The working gas volume per storage bundle may vary in the course of the storage term, in particular as a function of the change in the overall geological conditions due to convergence. The Storage Facility Operator may therefore unilaterally revise the contractually agreed volume of working gas per storage bundle accordingly in the course of the storage term. The Storage Facility Operator will announce any such revision by Dec. 31 of the calendar year preceding the storage year for which the adjustment will apply. A reduction in the values of up to 1.5% of the value for the respective previous year will result in no change in the fixed storage fee (*Leistungspreis*) agreed in the Storage Access Agreement. This provision will apply accordingly to unbundled storage capacity. In the event of a reduction of more than 1.5% per year, the Storage Customer may at its sole discretion adjust the fixed storage fee (*Leistungspreis*) to such amount as would have been due for the reduced storage capacity according to the price list in effect as of the time of the reduction or exercise a special right to terminate the agreement for good cause pursuant to § 18 subsection 3.

## § 4 Storage Accounts

1. The Storage Facility Operator will upon entry into force and effect of the agreement prepare and make available on an electronic bulletin board an opening inventory balance (*Speichereröffnungsbilanz*) for the Storage Customer for each balancing group (*Bilanzkreis*) allocated to the Storage Customer in the individual agreement pursuant to Appendix B Annex 1. A running balance based on this opening balance will be updated on the bulletin board daily as of 6:00 a.m. There will be one balance for each balancing group allocated to the Storage Customer. Daily opening and closing balances will be provided for each gas day. These balances will make it possible to obtain the registered injection or withdrawal capacity for the Storage Customer as well as the registered working gas volume and gas inventory. The Storage Facility Operator will keep accounts in kWh for gas inventories and working gas volume and in kWh/h for injection and withdrawal capacity. All account data will be rounded off to the nearest whole number pursuant to DIN 1333. The reference heating value used as the basis for the conversion of energetic and volumetric values will be made available on the Storage Facility Operator's electronic bulletin board.
2. The gas inventory of Storage Customers as of the end of each gas day will consist of the sum total of the following for each balancing group:
  - (a) gas inventory shown in the daily opening balance,
  - (b) injection quantities transferred on the respective gas day, and
  - (c) gas inventories transferred to the Storage Customer from other customers in the course of the respective gas day,less the sum total of
  - (a) withdrawal quantities transferred on the respective gas day and
  - (b) gas inventories transferred to other customers by the Storage Customer.
3. If a Storage Customer has a gas inventory, that Customer may have the Storage Facility Operator make this inventory available at the point of delivery and to the balancing group agreed to in the individual agreement pursuant to the nomination rules.
4. Injected or withdrawn gas will be allocated to Storage Customers by the Storage Facility Operator on an "allocated as nominated" basis and entered in the storage account of the Storage Customer maintained for the balancing group of the Storage Customer affected by the injection or withdrawal.

## § 5 System Services

The Storage Facility Operator will perform the system services required to permit access to the gas storage facility, including reception and confirmation of nominations and renominations, preparation and distribution of storage account balances, injection and withdrawal of natural gas, metering and / or allocation in the case of injection or withdrawals, evaluation of measurement data, bookkeeping, billing and control processes as well as responsibility for administrative work in connection with taxation involved in connection with injection and withdrawal and announcement of operational shortfalls due to maintenance and disruption of operation.

## § 6 Receipt and Delivery Points

1. The gridnetwork connection points (*Netzanschlusspunkte*) listed in **Appendix C** will be available to Storage Customers as points of receipt and delivery. The assignment of points of receipt and delivery to the respective balancing group of the Storage Customers is specified in the individual agreements.
2. The Storage Customer will be responsible for the transmission of gas to the point of receipt assigned to the Customer in the individual agreement as well as from the point of delivery assigned to the Customer in the individual agreement and will assume exclusive responsibility for obtaining the rights to use the required capacity from the respective networknetwork operators.
3. The Storage Customer will be responsible for the conclusion of the necessary transmission agreements and submission of transmission nominations for gas made available at the transfer points for receipt or delivery, and the Storage Access Agreement does not cover such agreements and nominations. The Storage Facility Operator will, however, to the best of its ability support the Storage Customer's efforts to obtain transmission agreements.

## § 7 Assignment of Rights

1. The Storage Customer may assign its rights under this agreement to other Storage Customers or within its balancing groups as specified in the individual agreement under the following conditions.

The Storage Customer may at any time

- (a) transfer injection capacity (for the corresponding contractually agreed points of receipt and balancing groups) and / or withdrawal capacity (for the corresponding contractually agreed points of withdrawal and balancing groups) and / or working gas volume to another Storage Customer or between storage accounts maintained for the Customer's various balancing groups,

- (b) accept the transfer of injection capacity (for the corresponding contractually agreed points of receipt and balancing groups) and / or withdrawal capacity (for the corresponding contractually agreed points of withdrawal and balancing groups) and / or working gas volume from another Storage Customer or between storage accounts maintained for the Customer's various balancing groups, and
  - (c) accept the transfer of gas inventory from another Storage Customer or a storage account maintained for another balancing group of the Customer and / or transfer gas inventory to another Storage Customer or a storage account maintained for another balancing group of the Customer.
- 2. The contractual obligations of the Storage Customer making such a transfer under the Storage Access Agreement, in particular the obligation to pay the fixed storage fee (*Leistungspreis*), will remain unaffected by the transfer.
- 3. A transfer will take effect as regards the Storage Facility Operator at the beginning of the gas day only if the Storage Customer making the transfer and the Storage Customer accepting the transfer confirm such transfer to the Storage Facility Operator by 5:00 p.m. on the day preceding the transfer and the transfer is confirmed by the Storage Facility Operator. The following information must be furnished when notification of the transfer is made:
  - (a) identity of the Storage Customer making the transfer and the Storage Customer accepting the transfer,
  - (b) description of the transfer,
  - (c) injection or withdrawal capacity transferred as well as the corresponding point of receipt and point of delivery and the balancing group, working gas volume or gas inventory,
  - (d) date of entry into force and effect of the transfer, and if relevant,
  - (e) term / duration of the transfer (not applicable in the case of transfers of gas inventory).
- 4. The Storage Facility Operator will confirm receipt of notification of a transfer in due form within three hours of receipt of such notification. The Storage Facility Operator may refuse to accept transfers in the case of any conflict with the storage account of the Storage Customer making the transfer, i.e., if on the basis of the contractual provisions the latter is not in possession of the capacity or gas inventory to be transferred according to the notification. Even if the Storage Facility Operator fails to refuse an improper transfer, the Operator's contractual rights vis-à-vis the Storage Customer will remain intact.
- 5. Successful completion of transfers will be reflected in the storage accounts of the Storage Customers involved. The agreement in place with the Storage Customer exercising the rights will govern the use of the rights transferred. The storage curves and the requirements to be met as

regards the individual storage level for the respective balancing group of the Storage Customer will be based on the reduction or, as the case may be, increase in the registered working gas volume resulting from transfers.

6. Transfers may also be made on behalf of a Storage Customer by an authorized agent. Any such agent must first obtain and present to the Storage Facility Operator the completed power of attorney contained in **Appendix E**.

## **§ 8 Nomination and Renomination**

1. The Storage Customer must nominate to the Storage Facility Operator the quantities of natural gas it intends to inject or withdraw, the required injection or withdrawal capacity and the working gas volume. Nominations must be made by the Storage Customer in writing on an hourly basis for each gas day through the electronic nomination platform or by e-mail. Alternatively, nominations may also be made on the basis of an automated electronic exchange of data if this mode of communication is agreed to in advance by the Storage Facility Operator and the Storage Customer.
2. Nominations and renominations may also be made on behalf of a Storage Customer by an authorized agent. Any such agent must first obtain and present to the Storage Facility Operator the completed power of attorney contained in **Appendix E**.
3. In order to facilitate planning of the use of the storage facility, the Storage Customer will also submit to the Storage Facility Operator a tentative estimate of requirements (tentative monthly nomination) for the entire storage month as of the 15<sup>th</sup> calendar day of the preceding month.
4. In the case of nominations and / or renominations submitted by e-mail, the Storage Customer will receive confirmation of receipt from the Storage Facility Operator's mailbox. In the event no such confirmation is received, the Storage Customer must without delay notify the Storage Facility Operator to the effect that no such confirmation has been received.
5. Each nomination made by the Storage Customer must include the following details:
  - (a) identity of the Storage Customer,
  - (b) nature of the nomination: injection or withdrawal,
  - (c) balancing group number of the balancing group to which or from which the natural gas will be added or removed (including point of receipt or delivery and corresponding shipper code),
  - (d) injection or withdrawal capacity for each hour of the gas day in kWh/h.
6. Nominations made by the Storage Customer must be made:



- (a) no more than 30 days prior to commencement of the gas day for which injection or withdrawal is planned,
- (b) by no later than 5:00 p.m. on the day before the gas day for which injection or withdrawal is planned.

In the event no nomination is made, the Storage Facility Operator will assign the Storage Customer an injection or withdrawal capacity of "0" and provide the operator of the transmission network with confirmation thereof.

- 7. Renominations must be submitted by no later than 2 hours prior to commencement of the gas flow period. The Storage Facility Operator will without delay determine whether renominations can be executed. The Storage Facility Operator will without delay inform the Customer of the results of such determination.
- 8. The Storage Customer may nominate injection and withdrawal capacity that is recorded in the Customer's storage account maintained for the respective balancing group as registered capacity. Nominated injection capacity may not lead to a gas inventory exceeding the registered working gas volume; nominated withdrawal capacity may not lead to a gas withdrawal exceeding the gas inventory shown in the respective Storage Customer's account.
- 9. Nominations and renominations that fail to meet the above requirements will not be accepted. In the event such a nomination or renomination should not be accepted, any claims of the Storage Facility Operator against the Storage Customer arising from failure to comply with these requirements will remain intact.
- 10. Each party to the agreement will without delay inform the other party if it should prove to be impossible to make nominated natural gas available at the points of receipt and delivery or accept nominated natural gas at the points of receipt and delivery.
- 11. Storage Customers, who book capacities for the current gas day on the current gas day (intraday booking), have to adhere to subsection 7 of § 8 for the usage of these capacities only, but not to the deadline outlined in subsection 6 of § 8.

## **§ 9 Gas Quality**

- 1. The quality of the natural gas must comply with the requirements published by the respective networknetwork operators for the points of receipt and delivery.
- 2. The Storage Facility Operator is under no obligation to accept natural gas made available at the points of receipt that fails to comply with this requirement. The Storage Customer is under no

obligation to accept natural gas made available at the points of delivery that fails to comply with this requirement.

3. The Storage Customer will assume responsibility for any change in the requirements of the respective network operator as regards gas quality announced during storage of the natural gas and resultant failure to meet the requirements of the network operator. The Storage Facility Operator will inform the Storage Customer immediately if informed by the network operator of any change in requirements as regards gas quality in order to permit timely withdrawal of the gas inventory by the Storage Customer. If this is not possible, the Storage Facility Operator may bill the Storage Customer for the cost of adjusting the quality of the gas inventory to meet the requirements of the network operator.

### **§ 10 Fees for Access to the Gas Storage Facility**

1. The fees for access to the gas storage facility pursuant to **Appendix D** will include a variable storage fee for injection / withdrawal (*Arbeitspreis*) and a fixed storage fee (*Leistungspreis*) as well as a system services fee. The respective fixed storage fee (*Leistungspreis*) will in any case, and in particular regardless of the respective use of the service, be payable unless stipulated otherwise in these General Terms & Conditions.
2. In the case of agreements with a minimum term of one year, storage charges will be adjusted annually in the course of the storage term with effect as of April 1 pursuant to the escalator clauses described in **Appendix D**. The Storage Facility Operator will prior to the end of each storage year inform the Storage Customer of the price for the ensuing storage year on the basis of the published values of the indices used.
3. The Storage Customer will be responsible for ensuring payment of all regulatory fees and taxes due on natural gas made available at the point of receipt. The Storage Customer will hold the Storage Facility Operator harmless from any claims for taxes and fees due to injection or withdrawal of natural gas stored by the Customer insofar as not expressly stipulated otherwise elsewhere in the Storage Access Agreement.
4. All charges listed in **Appendix D** are shown net of any value-added tax to be paid by the Storage Customer at the currently applicable rate.
5. In the event any additional regulatory fees (including taxes) should be introduced in connection with the storage or existing fees increased or decreased, the amounts due by the Storage Customer will be adjusted accordingly.

## **§ 11 Conditions of Payment**

1. The contractually agreed fixed storage fee (Leistungspreis) and the system services fee will be billed monthly by the 10th calendar day of the respective calendar month. Annual fees or fees for short-term services performed over a period of several calendar months will be billed on a pro rata basis. The one-time system services fee will be included in the first monthly invoice.

The injection / withdrawal charge will be billed by the 10th calendar day of the month following the contractual month on the basis of the quantity of natural gas delivered for injection.

2. The Storage Customer will pay the invoiced amount to the bank account of the Storage Facility Operator within ten business days following receipt of the invoice.
3. In the event of late payment, the Storage Facility Operator may without further notice and without prejudice to further claims apply the legal interest rate (§ 288 of the Civil Code (*Bürgerliches Gesetzbuch* – BGB)) to any outstanding balance).
4. The Storage Customer may not delay, reduce or refuse to make payment in the case of contested invoices unless the invoice is manifestly incorrect or the error acknowledged, undisputed or adjudged legally enforceable.
5. Each of the parties may offset claims arising out of this agreement against claims of the respective other party or withhold payment only if and to the extent such claims are acknowledged, undisputed or adjudged legally enforceable.
6. The Storage Customer will also pledge a security interest in the natural gas injected by the Customer in the course of the storage term upon conclusion of the individual agreement to secure any claims arising from the Storage Access Agreement. As regards the nature of the pledge, the provisions contained in § 475b of the Commercial Code (*Handelsgesetzbuch* – HGB) will apply accordingly insofar as they do not already apply due to the perfection of a legal pledge.

## **§ 12 Security**

1. The use of the procedure for booking capacity will be restricted to Storage Customers who have obtained the necessary license. The licensing procedure will include determination of the Storage Customer's creditworthiness by the Storage Facility Operator. The Storage Customer will at the request of the Storage Facility Operator furnish all information required for the purposes of determination of the Customer's creditworthiness, including in particular current financial information / information from annual financial statements or any existing profit-transfer agreement.
2. The Storage Facility Operator must be informed without delay of any changes that have a negative effect on the creditworthiness of the Storage Customer. The Storage Facility Operator will determine

the creditworthiness of the Storage Customer anew each year, which will necessitate disclosure of all updated information by the Storage Customer.

3. The Storage Customer will at the request of the Storage Facility Operator provide suitable security to protect the interests of the Storage Facility Operator and ensure payment of outstanding invoices and fulfillment of the Customer's obligations.
4. The amount of the security will be determined by the Storage Facility Operator and for a storage term of at least three months not exceed the amount the Storage Customer must pay during the first three months of the storage term towards the system services fee and the fixed storage fee (*Leistungspreis*). In the case of a shorter storage term, the security will not exceed the sum total of the system services fee and the fixed storage fee (*Leistungspreis*) due under the individual agreement. The amount and the nature of the security to be provided by the Storage Customer will be specified in the individual agreement. The Storage Facility Operator may subsequently require that the Storage Customer provide security or increase the amount of such security if the creditworthiness of the Storage Customer should deteriorate after conclusion of the agreement.

## § 13 Liability

1. In the case of any breach of material contractual obligations or claims arising from loss of life, bodily injury or illness, the parties to the agreement will also be liable for simple negligence.
2. Notwithstanding subsection 1 above, the Storage Facility Operator will not be liable for pecuniary loss incurred by the Storage Customer due to curtailments and interruptions. In the event of curtailment or interruption, the Storage Customer's claims will be limited to reduction of the storage charges pursuant to §§ 14 and 15. This limitation of liability for pecuniary loss will not apply in the case of willful misconduct or gross negligence.
3. The liability of the Storage Facility Operator for property damage or pecuniary loss due to negligence (gross or simple negligence) will be limited to such loss or damage as were foreseeable by the Storage Facility Operator as a possible result of a breach of contract upon conclusion of the agreement or would have been foreseeable had the Operator exercised due care.
4. Notwithstanding the limitation of liability pursuant to subsection 3 above, the Storage Facility Operator's liability towards the Storage Customer for property damage or pecuniary loss in the case of simple negligence will not exceed the annual fixed storage fee (*Leistungspreis*) to be paid by the Customer per claim, even in the case of a breach of a material contractual obligation.
5. Notwithstanding subsections 1 through 4 above, the liability of the Storage Facility Operator for property damage or pecuniary loss will be limited to a maximum of 5 million euros per claim in the case of negligence (gross or simple negligence). In the event a claim occurrence involves several Storage Customers and the total loss incurred by the various Storage Customers would exceed this upper limit of 5 million euros, any claims for damages of the individual Storage Customers will be reduced to that percentage of the upper limit equal to the percentage of the aggregate total of all claims for damages of the Storage Customers involved in the occurrence.
6. Mandatory liability of the parties prescribed by law will remain unaffected.
7. The restrictions mentioned in subsections above will apply accordingly as regards the personal liability of the legal representatives of the parties as well as their employee and agents.

## **§ 14 Interruption of Storage Operation**

1. The Storage Facility Operator may at any time curtail or suspend storage operation if necessary due to danger to persons and / or facilities and equipment, technical or geological disruption or impairment or for the purposes of maintenance, repairs or for additions and expansion measures (“operational curtailments”).
2. The Storage Facility Operator will schedule regular maintenance work and whenever possible make an effort to carry out maintenance work at times when no or only little injection or withdrawal is anticipated on the basis of the storage inventory requirements submitted by Storage Customers pursuant to § 8 subsection 2. Maintenance work will be carried out so that it interferes with the storage operation as little as possible. The Storage Facility Operator will make every reasonable effort to keep any unavoidable curtailments or interruptions of storage operation to a minimum.
3. The Storage Facility Operator will announce such measures within the meaning of subsection 2 in a proper manner and on a timely basis in advance of execution, generally at [www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com). The duty to make such announcement will not apply when circumstances do not allow such announcement on a timely basis in the individual case for reasons beyond the control of the Storage Facility Operator or if such announcement would delay elimination of problems that have already occurred. In such cases, the Storage Facility Operator will inform the Storage Customer of the reason for the disruption after the fact.
4. Curtailments of storage operation for operational reasons will be communicated in the form of operational disruption factors. Such operational disruption factors describe the performance of the total storage facility and can be consulted at the website of the Storage Facility Operator. The operational disruption factors affect all Storage Customers equally regardless of their individual inventories and can have values between 0 and 1.
5. In the case of the occurrence of an operational disruption, the storage user can continue to use the full reserved storage capacity as a function of the user’s storage curve shown in Appendix C as long as the total storage capacity is not exceeded. The Storage Customer may therefore submit nominations without taking into account the operational disruption factor. If, however, total storage capacity is exceeded by the total actual use of Storage Customers, the services will be curtailed as described in subsection 6 below.
6. Interruption or curtailment will preferentially affect Customers opting for interruptible storage capacity through their nominations. Interruption or curtailment will consistently affect all Storage Customers on a pro rata basis. Interruptible storage capacity may be interrupted by the Storage Facility Operator at any time insofar and as long as the corresponding storage capacity is not available. In the event total storage capacity does not suffice to fulfill all nominations for firm storage capacity, the storage curve for each individual Storage Customer will be adjusted through

multiplication by the operational disruption factor. Interruption or curtailment will then affect all nominations that exceed the adjusted storage curve on a pro rata basis.

7. If and to the extent the Storage Facility Operator cannot fulfill any obligations under the Storage Access Agreement due to curtailment for operational reasons, the Storage Facility Operator will be released from such obligations as long as the interruption does not exceed – based on cumulative hours – 30 days (720 hours) per year. The interruption or curtailment of capacity will be recorded as the precise difference in hours between nominated service and service actually made available on the basis of received and reduced nominations. The actual time in hours of interruption or curtailment for the Storage Customer will be determinative. In the event the use of the storage service by the Storage Customer is not impaired or completely interrupted during any phase of the reduced service, this time will not be taken into account. In the case of a storage term of less than one year, the 30 days (720 hours) will be reduced accordingly on a pro rata basis as a function of the duration of the storage term to 2.5 days (60 hours) for each agreement month or any part thereof unless expressly stipulated otherwise in the individual agreement. This will not affect the Storage Customer's duty to pay the agreed fees.
8. Insofar as interruptions of firm capacity exceed the duration mentioned in subsection 7 above for reasons attributable to the Storage Facility Operator, the Storage Customer may reduce the fixed storage fee (*Leistungspreis*)s proportionately as a function of the duration of partial or complete interruption of service in excess of the times mentioned in subsection 7 above. In such cases, the fixed storage fee (*Leistungspreis*) will be reduced proportionately for the precise number of hours of curtailment. In such cases, the annual fee will be divided by 8,760 for the purposes of conversion and fees for short-term services (< 1 year) by the number of hours contracted. No fees will be billed for storage capacity that is actually interrupted or curtailed. No further claims will be considered except as stipulated in the provisions contained in § 13.
9. Subsections 7 and 8 of § 14 will not apply in the case of any interruption of firm capacity while the storage facility is fully operational, for example, if the storage curves shown in Appendix C cannot be achieved in an individual case due to thermodynamic conditions, geomechanical constraints affecting the underground caverns or insufficient network pressure in the case of injection. This will also apply accordingly if the load factor pursuant to Appendix C has (still) not taken effect. The Storage Facility Operator will in such cases be released from his duties under the Storage Access Agreement. This interruption will also not be counted towards the duration of interruption pursuant to subsection 7 above and the Storage Customer will not be entitled to reduce payment.

## **§ 15 Force Majeure**

1. Each of the parties will be released from performance of its duties under the Storage Access Agreement insofar and as long as performance is made impossible or it would be unreasonable to require performance due to force majeure, instructions from the powers that be or other circumstances beyond the control of the parties. Force majeure or other circumstances that cannot be attributed to a party are occurrences beyond the control of that party and occurrences that can also not be prevented on a timely basis through exercise of reasonable care or economically reasonable measures such as, for example, natural disasters, war, emergency measures, geological changes, etc.
2. Insofar and as long as either of the parties is released from its duties pursuant to subsection 1 above and relies on such release, the duties of the other party corresponding to these duties will also cease to apply.
3. Each of the parties will without delay inform the respective other party in detail as soon it is affected by force majeure, instructions from the powers that be or other circumstances mentioned in subsection 1 above and resolve or have the disruption resolved as quickly as possible with all reasonable means available .

## **§ 16 Purchase of Natural Gas Inventories**

1. The Storage Customer's gas inventory as shown in the Customer's storage account must come to zero (0) at of the end of the contractually agreed storage term. Instead of withdrawing its gas inventory, the Storage Customer may also assign the inventory to another Storage Customer pursuant to § 7 subsection 1. If the Customer's storage account shows a positive balance at the end of the storage term, the Storage Facility Operator will acquire the corresponding gas inventory shown in the Customer's account. Delivery of the natural gas will be effected by transferring the gas inventories from the account of the Storage Customer to that of the Storage Facility Operator.
2. The Storage Facility Operator will pay 50% of the purchase price of the natural gas determined as shown plus value-added tax at the legally applicable rate. The purchase price in €/MWh is defined as the average daily settlement price shown on the home page of EEX at the THE virtual trading point for the one-day-ahead index for shipments of VHP THE H Gas in the most recent full contract month. This average price per MWh will be multiplied by the quantity specified in subsection 1 above. In the event this price is not shown – even under another name – the price shown that most closely approximates this price will be taken.
3. The Storage Facility Operator will pay the purchase price due pursuant to subsection 2 above and the legally applicable value-added tax due on the assignment as well as any other taxes and direct



or indirect fees on the transaction imposed by law to the account specified by the Storage Customer within thirty calendar days after the end of the storage term. Subsections 3 through 5 of § 11 will apply accordingly.

4. Subject to the condition precedent of payment of the purchase price pursuant to subsection 3, the Storage Customer hereby assigns to the Storage Facility Operator with effect as of the end of the storage term all rights in the gas inventory shown in the storage account of the Storage Customer as of that point in time.
5. The above provisions will not apply insofar as the Storage Customer is prevented from withdrawal or assignment of the gas inventory for reasons beyond the control of the Storage Customer. Interruption of withdrawal capacity booked only on an interruptible basis will not qualify as a reason beyond the control of the Storage Customer. In the event the Storage Customer was prevented from withdrawal or assignment of the gas inventory for reasons beyond its control, the Storage Customer will without delay reduce the balance in its storage account to zero (0). The above provisions will apply otherwise.

### **§ 17 Replacement in the Case of Failure to Maintain Minimum Inventory**

1. In the event the Storage Customer fails to comply with the requirements pursuant to paragraph 3 of **Appendix C** governing the minimum inventory within 24 hours of receipt of a default notice from the Storage Facility Operator, the Storage Facility Operator may, but will be under no obligation to do so, take measures, to obtain the minimum inventory by storing natural gas at the expense of the Storage Customer or have such measures taken by a third party. The provisions of section 254a(2) of the Commercial Code will remain unaffected. The Storage Customer will at the request of the Storage Facility Operator or the third party contracted by the Storage Facility Operator make available the storage and transmission capacity contracted by the Storage Customer to obtain the minimum inventory level without separate remuneration.
2. The Storage Customer will reimburse the Storage Facility Operator for all costs incurred in connection with the purchase, transmission and injection of the natural gas required to obtain the minimum inventory plus a processing fee in the amount of 20% of the aggregate total of such costs as the purchase price of the natural gas injected by way of replacement.
3. The Storage Customer will pay the purchase price due pursuant to paragraph 2 above and the related legally applicable value-added tax as well as any other taxes and direct or indirect fees on the transaction imposed by law to the account specified by the Storage Facility Operator within five calendar days after receipt of the corresponding invoice. Subsection 4 of § 11 will apply accordingly. The natural gas purchased by the Storage Facility Operator at the expense of the Storage Customer will remain the property of the Storage Facility Operator and will not be credited to the storage

account of the Customer as natural gas inventory until receipt of payment in full. The Storage Customer will therefore be able to dispose of the inventory only after payment is made in full.

4. If the Storage Customer fulfills his obligation to maintain the minimum inventory only after expiration of the period of notice specified in the first sentence of subsection 1 and the Storage Facility Operator has already taken replacement measures, the Storage Customer will reimburse the Storage Facility Operator for costs already incurred pursuant to subsection 2 upon submission of invoices or vouchers.

### **§ 17a Filling Level requirements pursuant to § 35 b EnWG**

1. In the period from 30.04.2022 to 01.04.2025, the following contractual framework conditions for the implementation of Section 35b (1) EnWG shall apply to the use of the storage facility.
2. The following filling levels shall be maintained in the storage facility as a percentage of the working gas volume of the storage facility on the specified reference dates (filling level specifications):
  - on 1 October: 80 per cent
  - on 1 November: 90 per cent
  - on 1 February: 40 per cent

Insofar as deviating times and/or deviating filling levels are specified by statutory order in implementation of Section 35b (3) EnWG, these shall be decisive.

3. Exclusively for Storage Customers who have concluded a storage access agreement with the Storage Facility Operator after 30.04.2022, which includes working gas volumes on a firm basis, the following shall apply:
  - a) If it is apparent that the filling level specifications in the storage facility pursuant to paragraph 2 cannot be achieved technically because at least one of the Storage Customers is not using the working gas volumes booked by it on a firm basis, the Storage Facility Operator shall be entitled and obliged to make the unused storage capacities of the Storage Customer(s) concerned available to the market area manager.
  - b) The transfer of storage capacities shall not exceed the proportion of the Working Gas Volume by which the registered working gas volume of the Storage Customer on the relevant reference dates falls short of the filling level specifications in relation to the contracted working gas volume of the Storage Customer. If the non-utilisation relates to several Storage Customers, the storage capacities shall be made available on a pro rata basis according to the extent of the non-utilisation of the Storage Customers concerned to the extent necessary to achieve the filling level specifications.

- c) The transfer shall take place until the end of the current storage year. In addition to the corresponding share of the contractual working gas volume of the Storage Customer concerned, it shall also include the share of the contractual injection and withdrawal capacity which, in percentage terms, relates to the ratio of the working gas volumes transferred to the market area manager in relation to the contractual working gas volume.
  - d) For periods in which the storage capacities booked by the Storage Customer are made available to the market area manager in accordance with the foregoing Sections a) - c), the Storage Customer shall nevertheless remain obliged to pay the full, unreduced fixed storage fee (Leistungspreis). In the meantime, the Customer concerned can continue to use the corresponding storage capacities withdrawn from him and handed over to the market area manager on an interruptible basis alone.
  - e) The Storage Facility Operator shall give the Storage Customer 72 hours' notice of any threatened measure pursuant to lit. a) to c) and thereby give the Storage Customer the opportunity to fill the working gas volume threatened by the measure in due time itself.
4. For Storage Customers who have contracted storage capacities with firm working gas volumes with the Storage Facility Operator before 30 April 2022 for periods before 1 April 2025, the provisions of Section 17a.3 shall only apply if the Storage Customer concerned has expressly consented to the application of Section 17a.3 by written declaration to the Storage Facility Operator operator.
5. The provisions of this Section 17a shall not apply to storage periods after 01.04.2025.

## **§ 18 Storage Term and Termination**

1. The storage term is specified in the corresponding provision contained in the individual agreement.
2. Each of the parties may terminate the Storage Access Agreement for good cause with immediate effect. Good cause will be considered to exist in particular
  - (a) if the respective other party breaches material provisions of this agreement a second time despite receipt of notice of default in writing from the other party and it would no longer be reasonable for the latter to honor the agreement;
  - (b) if the respective other party fails to meet its financial obligations within one month following the receipt of a notice of default;
  - (c) if insolvency proceedings are initiated in respect of the assets of the other party to the agreement, filed for or dismissed due to a lack of assets; or

- (d) if the Storage Customer fails to perfect the security pursuant to § 12 within fourteen days following receipt of the notice of default, in which case only the Storage Facility Operator will have good cause for termination.

Termination of the business relationship between the Storage Customer and the Storage Customer's suppliers or customers, a change in the availability of natural gas on the world market or changes in the transmission capacity of the Storage Customer will not qualify as good cause. Temporary curtailment of storage will also not suffice as a ground for termination of the agreement for good cause.

- 3. The Storage Customer may terminate the Storage Access Agreement prematurely if the Storage Facility Operator unilaterally avails himself of his rights to change services and prices under this agreement. The Storage Customer must in any such case notify the Storage Facility Operator of termination in writing within fourteen calendar days after receipt of notification from the Storage Facility Operator of the Operator's intention to exercise any such right. Termination will take effect as of the time at which the change announced by the Storage Facility Operator is to take effect, but at the very earliest as of the end of the calendar month following the month of notification. The agreed conditions for access to the gas storage facility will remain in effect without any changes until the effective time of termination.

## **§ 19 Settlement of Disputes**

- 1. In the event of differences of opinion in connection with the interpretation of the agreement or application thereof, the parties to the agreement may refer such matters to an arbitration tribunal pursuant to the following provisions.
- 2. The arbitration tribunal will render binding decisions in such matters without recourse to the courts. The tribunal will consist of three arbitrators, one of whom will act as ombudsman and chair the panel. The ombudsman must be qualified to hold judicial office. To form an arbitration tribunal, the instigating party will notify the respective other party of the matter at issue, appoint an arbitrator and request in writing that the other party appoint the other arbitrator. The arbitrators so appointed will designate the ombudsman. In the event either party should fail to comply with a request to appoint an arbitrator within four weeks or the arbitrators should fail to designate the ombudsman within four weeks of appointment of the second arbitrator, each of the parties may request that the President of the Düsseldorf Higher Regional Court nominate the second arbitrator or the ombudsman; such nomination will be binding upon each of the parties. The arbitration proceedings will be held in Aachen. The Düsseldorf Higher Regional Court will be the court of jurisdiction within the meaning of § 1062 of the Code of Civil Procedure (*Zivilprozessordnung – ZPO*). ***[The language of arbitration will be German].***

## **§ 20 Amendment of Contractual Provisions**

The Storage Facility Operator will amend the provisions of the agreement entered into with the Storage Customer, including these General Terms & Conditions, if the technical, economic, legal or regulatory conditions under which the provisions of the agreement were agreed to undergo fundamental change and if as a result either of the parties can no longer be reasonably expected to continue to adhere to the conditions of the agreement due to the fact that the intentions of the parties to achieve an equitable balance between their respective economic interests can no longer be realized.

## **§ 21 Legal Succession**

Each of the parties may assign the agreement in its entirety to a third party with the consent of the respective other party. Such consent will not be withheld if the third party is an affiliated company within the meaning of § 15 of the Stock Corporation Act (*Aktiengesetz – AktG*) that can reliably guarantee fulfillment of contractual obligations.

## **§ 22 Confidentiality**

1. The parties agree to treat confidentially operational and business matters and / or project-specific information that become known to them in connection with performance of the Storage Access Agreement. Confidential treatment means that information received from the respective other party will not be divulged to third parties or used in the economic interest of third parties without the prior written consent of the party from which it is obtained. The parties are not authorized to use such information for any purposes other than fulfillment of the obligations assumed under the Storage Access Agreement. The parties will also impose a similar duty of confidentiality on the persons they employ to fulfill their obligations under the Storage Access Agreement.
2. Disclosure to advisors bound by a professional code of confidentiality, disclosure of information to third parties for the purposes of financing as well as disclosure of technical information to subcontractors is also permissible without the specific written consent of the party providing the information if such disclosure is limited to the extent required to comply with the provisions of the Storage Access Agreement or other agreements in connection with the construction, operation or the use of the storage facility and the recipients of such information agree to treat the information confidentially or are bound by law to a professional code of confidentiality.
3. Confidential treatment will not be required in the case of information already known to the recipient of the information at the time of receipt without any breach of confidentiality or already available to

the public – through no fault of the recipient of the information – or made available to the public.

4. Notwithstanding the above provisions, each of the parties may disclose information received to fulfill its duties to make disclosure under the law or its articles of association. The respective other party must be informed accordingly in any such case.

## **§ 23 Announcements, Correspondence, Notification**

Announcements, correspondence, notifications or other communication will be exchanged between the parties through publication on the website of the Storage Facility Operator, through the use of the electronic nomination platform and / or by e-mail or facsimile transmission unless stipulated otherwise in this agreement.

## **§ 24 Final Provisions**

1. The Storage Access Agreement, which includes the individual agreement as well as the General Terms & Conditions, represents the entire agreement between the Storage Facility Operator and the Storage Customer.
2. No deletions, amendments or supplements to the Storage Access Agreement will be effective unless made in writing. This will also apply in respect of any waiver of this written form requirement. The parties agree that any waiver – tacit or implied – of this written form requirement not made in writing will be invalid.
3. In the event any provision or provisions contained in the Storage Access Agreement should prove to be incomplete or be or become invalid or unenforceable, entirely or in part, the validity of the remaining provisions will remain unaffected. The parties agree to substitute for any invalid or unenforceable provisions such other valid or enforceable provisions as most closely approximate the invalid or unenforceable provisions in respect of the economic result intended under the agreement with effect as of the time such provision or provisions became invalid or unenforceable. Any such new provision or provisions must take into account the interests of both parties in an equitable manner.
4. This agreement, as well as the construction and performance thereof, are governed by the provisions of German law to the exclusion of any international treaties – even if incorporated into German law – and in particular to the exclusion of the U.N. Convention on the International Sale of Goods. ***[Should there be discrepancies between the interpretation of the German and English versions of these General Terms & Conditions, the German version shall prevail.]***

## Appendix A – Definitions

Term	Definition
Working gas volume	The storage capacity in m <sup>3</sup> available to the Storage Customer, taking into account the current gas inventory (difference between the registered working gas volume and the actual gas inventory).
Operational disruption factor	The operational disruption factor reduces the storage capacity in the case of disruptions and curtailments of storage operation.
Load factor	The load factor limits the withdrawal of working gas by the individual customer in the event the storage facility is subjected to excessive demand. See Appendix C, “Limitation of the Withdrawal of Working Gas”, sent. 1.
Balancing group	A balancing group is the group (or one of several balancing groups) of the Storage Customer pursuant to § 2 no. 4 of the Gas Network Access Ordinance ( <i>Gasnetzzugangsverordnung – GasNZV</i> ) in the respective market area.
Balancing group number	Unique number issued for a balancing group by the market area manager according to the rules published by the DVGW (German association for gas and water) at <a href="http://dvgw-sc.de">dvgw-sc.de</a> that serves in particular to identify nominations or renominations of gas inventories.
Flow period	Period in hours during which gas is accepted for injection or made available for withdrawal.
Gas day	From 6:00 a.m. to 6:00 a.m. on the following day.
Bundled storage capacity	Storage capacity contracted as part of a storage bundle.
Individual storage curve	The individual storage curve shows the injection and withdrawal rates available to the Storage Customer as a function of the storage level of the respective Storage Customer for each of the Storage Customer’s balancing groups.
Individual storage level	See Appendix C, “Storage Curves”, sent. 1.
Intraday booking	See subsection 11 of § 8.
Licensing	See subsection 2 of § 2.

m <sup>3</sup>	Volumetric dimensions are standard dimensions pursuant to G 685.
Maximum working gas volume	The maximum working gas volume is the volume of natural gas in m <sup>3</sup> that the Storage Customer may store in the storage facility.
Nominal withdrawal capacity	The nominal withdrawal capacity is the rate expressed in m <sup>3</sup> /h assigned to the individual Storage Customer for the removal of natural gas from the gas inventory to be used as the basis for that Customer's storage curve.
Nominal injection capacity	The nominal injection capacity is the rate expressed in m <sup>3</sup> /h assigned to the individual Storage Customer for the addition of natural gas to the gas inventory to be used as the basis for that Customer's storage curve.
Nomination	Instruction issued to the Storage Facility Operator by the Storage Customer to inject or withdraw natural gas pursuant to § 8.
Reference heating value	See subsection 1 of § 4.
Registered injection or withdrawal capacity	The injection or withdrawal capacity shown in the Customer's storage account taking into account all transfers.
Registered working gas volume	The working gas volume shown in the Customer's storage account taking into account all transfers.
Renomination	Change in a nomination forwarded to the Storage Facility Operator.
Shipper code	Unique designation that is given to the balancing group manager by the Storage Facility Operator for points of receipt and delivery and in particular to identify nominations or renominations of quantities of gas.
Storage facility	Salt caverns maintained by the Storage Facility Operator for the purposes of storing natural gas.
Point of delivery	See subsection 1 of § 6.
Storage Facility Operator	Trianel Gasspeicher Epe GmbH & Co. KG
Storage balance	Record of use of storage pursuant to § 4.
Storage bundle	Combination of firm nominal injection capacity, firm nominal withdrawal capacity and firm maximum working gas volume



	pursuant to subsection 2 of § 3.
Point of receipt	See subsection 1 of § 6
Storage year	6:00 a.m. on April 1 to 6:00 a.m. on April 1.
Storage capacity	Injection and / or delivery service and / or working gas volume, individually or in any combination.
Storage Customer	All persons with whom the Storage Facility Operator has entered into a contractual relationship regarding the use of the Epe storage facility
Storage term	See subsection 1 of § 18.
Unbundled storage capacity	Separate storage capacity that is available separately from and independently of any other storage capacity.
Available injection or withdrawal capacity	Available injection or withdrawal capacity is the injection or withdrawal rate expressed in m <sup>3</sup> /h available to the Storage Customer for the injection or withdrawal of natural gas on the basis of the Customer's individual storage curve as a function of the Customer's storage level.
Contractual injection or withdrawal rate	Nominal injection and withdrawal rate for the storage capacity booked.
Contractual working gas volume	The total maximum working gas volume of the booked storage capacity.
Permissible withdrawal of working gas	The volume of working gas expressed in m <sup>3</sup> that is available to the Storage Customer for withdrawal within a specific period.

## Appendix B – Specimen Individual Agreement

### Storage Access Agreement

by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the “Storage Customer”

and

Trianel Gasspeicher Epe GmbH & Co. KG

hereinafter referred to as “TGE”

referred to below individually and / or collectively as the “Parties to the Agreement”

#### Table of Contents

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§ 2 Subject Matter of the Agreement	27
§ 3 Remuneration, Price Adjustment	27
§ 4 Addresses and Communication	27

#### § 1 General Terms & Conditions

The “General Terms & Conditions for Access to the Gas Storage Facility” (hereinafter referred to as the “General Terms and Conditions”) of TGE represent an integral and inseparable part of this agreement. The General Terms and Conditions in effect at the time of conclusion of the agreement may be consulted at the website of TGE ([www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com)) and will also be sent to the Storage Customer by postal mail upon request. No other agreement will be valid even if TGE fails to expressly object to such agreements.

## § 2 Subject Matter of the Agreement

1. TGE agrees to reserve the storage capacity specified in **Annex 1** for the Storage Customer in the Epe storage facility during the storage term as well as the injection and withdrawal capacity at the points of receipt and delivery under the conditions specified therein and to perform the related storage and system services. The scope and content of these obligations are based on the content of this agreement and the corresponding General Terms & Conditions, including the respective appendices. Procurement of the network transmission capacity (injection and withdrawal capacity) required for the use of the storage capacity is the responsibility of the Storage Customer and does not fall under this agreement.
2. The Storage Customer agrees to use the storage capacity in compliance with the provisions of this agreement and the General Terms & Conditions, including those of the respective appendices, and to pay the remuneration specified in **Annex 1** for the storage capacity booked and provide the security specified in **Annex 1**.

## § 3 Remuneration, Price Adjustment

1. The remuneration to be paid by the Storage Customer consists of the fixed storage fee (*Leistungspreis*), the system services fee and the variable storage fee for injection / withdrawal (*Arbeitspreis*) in connection with **Appendix D Price List**. The remuneration to be paid by the individual Customer for the storage capacity booked under this individual agreement as of 1 April 2022 is shown in **Annex 1** to this agreement.
2. Since storage capacity is booked for the long term, the fixed storage fee (*Leistungspreis*), the system services fee and the variable storage fee for injection / withdrawal (*Arbeitspreis*) will be adjusted using the escalation formulas shown in the "Price List for Access to the Gas Storage Facility". The first price adjustment will be made on 1 April 2023. The 2021 calendar year will be the base year for the index values shown in the escalation formulas.

## § 4 Addresses and Communication

1. The Storage Customer and TGE will exchange contact addresses to be used for the purposes of communication. The Storage Customer will guarantee uninterrupted availability of a contact person for questions in connection with contract management such as nomination, matching and allocation.

2. The following individuals are hereby designated as contact persons by the Storage Customer:

Name:

First name:

Company:

Position:

Address:

Telephone:

Facsimile:

E-mail:

3. The contact persons named in **Annex 2** to this individual agreement are hereby appointed by TGE.

Place, Date

Place, Date

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Storage Customer

TGE

## Annex 1

1. Storage capacity
2. Points of receipt and delivery, shipper code
3. Balancing group number
4. Storage term
5. Remuneration
  - a. Fixed storage fee (*Leistungspreis*)
  - b. System services fee
  - c. Variable storage fee for injection / withdrawal (*Arbeitspreis*)
6. Security
  - d. Amount of security
  - e. Nature of security
7. Special conditions
  - f. e.g.: interruption of the storage term due to planned maintenance periods
  - g. e.g.: waiver of compliance with short-term products (< 1 year)

## **Annex 2**

### **1. Contract management**

Dispatching 24/7 Hotline

T: +49 (151) 513 80 696

F: +49 (321) 241 32 030

M: [dispatching-tge@trianel.com](mailto:dispatching-tge@trianel.com)

Address: Trianel GmbH – Kaufmännische Betriebsführung Speicher

Krefelder Straße 203

52070 Aachen

Germany

### **2. Capacity booking**

T: +49 (151) 513 80 696

F: +49 (321) 241 32 030

M: [dispatching-tge@trianel.com](mailto:dispatching-tge@trianel.com)

Address: Trianel GmbH – Kaufmännische Betriebsführung Speicher

Krefelder Straße 203

52070 Aachen

Germany

### **3. Trianel Gasspeicher Epe GmbH & Co. KG**

T: +49 (2565) 407 41 10

F: +49 (2565) 407 41 25

Address: Trianel Gasspeicher Epe GmbH & Co. KG

Krefelder Straße 203

52070 Aachen

Web: [www.trianel-gasspeicher.com](http://www.trianel-gasspeicher.com)

## **Appendix C – Technical Parameters**

The use of the booked storage products will be subject to the following technical parameters unless stipulated otherwise in the Storage Access Agreement.

### **1. Right to Modify Technical Parameters**

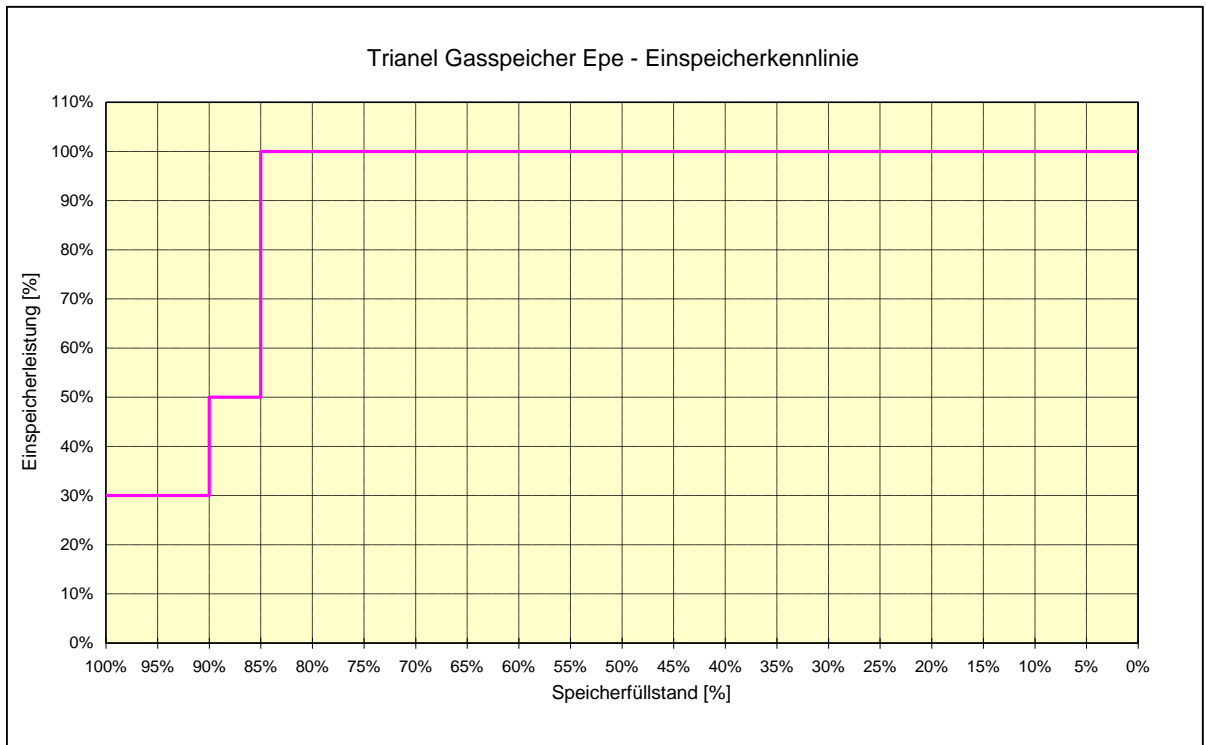
The Storage Facility Operator may unilaterally adjust the technical parameters mentioned below on an annual basis as a function of its respective findings. The Storage Facility Operator will announce such changes by no later than the end of the calendar year preceding the storage year for which the technical parameters apply. The Storage Customer may contest an adjustment only if it can be shown that the restrictions imposed by the Storage Facility Operator are not necessary to maintain trouble-free storage operation on a permanent basis. In the event of a reduction in the technical parameters that results in a decrease in performance, the Storage Customer will have a special right to terminate for good cause pursuant to subsection 3 of § 18. This will apply in any case to any reduction of more than 15% in the nominal withdrawal rate and / or the nominal injection rate.

### **2. Storage Curves**

The storage curves shown in a) and b) describe the maximum injection and withdrawal capacity available to a Storage Customer as a function of the specific inventory for the individual Customer shown in the storage account for the respective balancing group on the basis of the firm storage capacity booked by the Customer. The inventory for the individual Storage Customer represents the relationship between the gas inventory shown for that Customer and the working gas volume registered for the Customer. The specific storage inventory available for nomination shown in the storage account for the respective balancing group is determined on the basis of the level as of commencement of the preceding gas day (D-1 6:00 a.m.). See on this § 4 Storage Account.

a) Injection curve

Speicherfüllstand = Inventory level

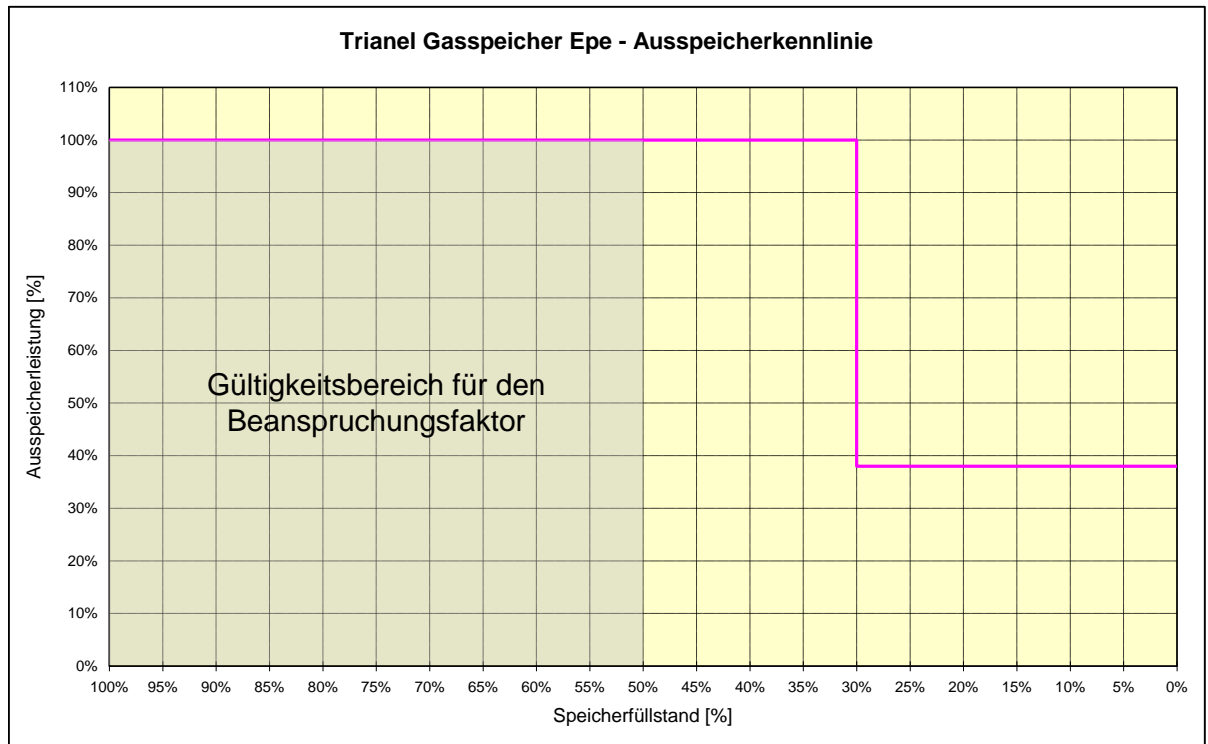


Injection curve Einspeicherkennlinie	Inventory level Füllstandsbereich	Injection capacity (firm) Einspeicherleistung (fest)
	0 ... ≤ 85%	100%
	> 85 ... ≤ 90%	50%
	> 90 ... 100%	30%



Gültigkeitsbereich für ... = Area in which load factor applies

b) Withdrawal curve



Withdrawal curve Ausspeicherkennlinie	Inventory level Füllstandsbereich	Withdrawal capacity (firm) Ausspeicherleistung (fest)
	0 ... ≤ 30%	38%
	> 30 ... ≤ 100%	100%

### Acceptable control tolerance

Due to changes in inventory levels in the course of a gas day, nomination or renomination by a Storage Customer may result in a change in the inventory level, which in turn will result in a change in the Customer's injection or withdrawal capacity. Changes in capacity in the course of a gas day are tolerated by the Storage Facility Operator and do not require renomination by the Storage Customer in the event of a reduction in capacity. Similarly, the Storage Customer cannot obtain capacity that becomes available in the course of a gas day due to a change in capacity through renomination. The capacity as of the commencement of the gas day applies for the entire gas day.

### **Curtailment of withdrawal of working gas (load factor)**

In order to avoid an excessive load on the storage facility, the Storage Facility Operator may also interrupt the permissible withdrawal of working gas by a Storage Customer that has contracted for firm withdrawal capacity during the period from November through March if the Customer's storage inventory comes to 50% or more and the Customer has already within one week (from Saturday (6:00 a.m.) to Saturday (6:00 a.m.) of the following week) withdrawn 70% of the maximum volume of working gas that the Customer could withdraw in the course of the entire week in the case of uninterrupted use of the Customer's firmly contracted withdrawal capacity.

#### Example:

If the contracted firm withdrawal rate is 1,000 m<sup>3</sup>/h, the Storage Facility Operator may limit the Storage Customer's nominated withdrawal partially or completely if more than 117,600 m<sup>3</sup> (70% x 1,000 m<sup>3</sup>/h x 24h x 7d) has already been withdrawn within the current period (from Saturday (6:00 a.m.) to Saturday (6:00 a.m.)). This right to limit capacity applies only during the period between November and March and as long as the individual storage inventory exceeds 50%.

In individual cases, unusual use by the Storage Customer can result in situations in which storage operation is curtailed due to the thermodynamic state of the caverns independently of the load factor. The Storage Facility Operator is nevertheless released from its obligations under subsection 9 of § 14.

### **Reference heating value**

The Storage Facility Operator may unilaterally revise the reference heating value in the course of the storage term. The reference heating value is published at the TGE storage site or provided upon request.

## **3. Requirements for Individual Storage Inventory**

The Storage Customer agrees to maintain the Customer's individual storage inventory at a level of least 80% during the period from 1 August, 6:00 a.m., through 1 November, 6:00 a.m. If the storage term ends between 1 August, 6:00 a.m., and 1 November, 6:00 a.m., the Storage Customer may fulfill its obligation pursuant to subsection 1 of § 16 of the conditions for storage access as of the end of the storage term only through assignment of its gas inventory to another Storage Customer unless expressly stipulated otherwise agreed in the individual agreement.

The Storage Customer further agrees to allow its individual storage inventory to fall below 10% on no more than a cumulated total of 90 days and in such cases, i.e., on days when the inventory is reduced to such an extent, to allow its individual storage inventory to fall below 5% on no more than a cumulated

total of 30 days within a given calendar year. In the event the storage term contracted for by the Customer is less than a calendar year, the times specified above will be reduced proportionately to 1/12<sup>th</sup> of the above-mentioned numbers of days per contract month or any portion thereof unless expressly stipulated otherwise in the individual agreement.

Since the volume of the Customer's individual storage inventory is a function of the relationship between the gas inventory and the registered working gas volume, the Storage Customer must keep in mind that its registered working gas volume will increase if it acquires working gas from other Storage Customers and that requirements for the Customer's individual storage inventory also apply to the volume of working gas that includes the gas acquired.

#### **4. Points of Receipt and Delivery**

The following points of receipt and delivery are available to the Storage Customer:

##### **Points of receipt:**

THE market area (Trading Hub Europe) H gas of Open Grid Europe GmbH "Speicher Gronau-Epe H1 [8520E]"

THE market area (Trading Hub Europe) H gas of Thyssengas GmbH "Epe III (UGS-E) [01210003]"

##### **Point of delivery:**

THE market area (Trading Hub Europe) H gas of Open Grid Europe GmbH "Speicher Gronau-Epe H1 [8520]"

THE market area (Trading Hub Europe) H gas of Thyssengas GmbH "Epe IV (UGS-A) [01110021]"

## Appendix D – Product and Price List

<p><b>All information in this price list refers to the 2022/23 storage year.</b>  <b>All prices shown in this price list are net</b></p>				
<p><b>a) Storage bundle configuration</b></p>				
<i>Component</i>	<i>Withdrawal</i>	<i>Working gas</i>	<i>Injection</i>	
<i>per storage bundle</i>	<i>capacity [WC]</i>	<i>volume [WGV]</i>	<i>capacity [IC]</i>	
	10 m <sup>3</sup> /h	3,343 m <sup>3</sup>	5 m <sup>3</sup> /h	
<i>Rel. weight in bundle</i>	25%	35%	40%	
<p><b>b) Fixed storage fee (<i>Leistungspreis</i>) [firm capacity]</b></p>				
<b>Annual products</b>	<i>Prices [LP<sub>0</sub>]</i>		<i>Discount (per year)</i>	
	1 year	> 1 year to ≤ 5 years	> 5 years to ≤ 10 years	> 10 years
Storage bundle	587,55 €	-0.50%	-0.75%	-1.50%
Unbundled withdrawal capacity	146,89 €	-0.50%	-0.75%	-1.50%
Unbundled working gas volume	205,64 €	-0.50%	-0.75%	-1.50%
Unbundled injection capacity	235,02 €	-0.50%	-0.75%	-1.50%
<p>The term discount will apply to each year following the first full year for the total term of the storage use agreement. The discount will apply exclusively to the fixed storage fee (<i>Leistungspreis</i>) and will be limited to a maximum of 30%. It will apply exclusively to products with a term of more than one year that are booked without any interruption during the entire term. For example, a total of 7 x 0.75% = 5.25% will be granted for a seven-year agreement.</p>				
<p><b>Short-term products (&lt; 1 year)</b></p>				
<p>The fixed storage fee (<i>Leistungspreis</i>) for the product booked will be determined on the basis of the following formula:  LP<sub>0</sub> for the comparable annual product / 365 x number of days booked.  Prices for interruptible capacity come to 75% of the prices for comparable firm storage capacity. Only unbundled withdrawal services and unbundled injection service are offered on an interruptible basis.</p>				
<p><b>c) Variable storage fee for Injection / Withdrawal (<i>Arbeitspreis</i>)</b></p>				
<p>The variable storage fee for injection / withdrawal (<i>Arbeitspreis</i>) [AP<sub>0</sub>] comes to € 0.00534 per m<sup>3</sup> of gas injected.</p>				
<p><b>Support for anticyclical use of storage capacity</b></p>				
<p>The storage facility operator will support anticyclical use of storage products by the Storage Customer and grant a discount in the amount of 50% on the injection / withdrawal price for working gas injected for that part of the term from 1 Nov. 6:00h up to and including 1 May 6:00h of the following year. No discount will be granted for the remainder of the term.</p>				
<p><b>d) Fees for system services</b></p>				
<p>Each Storage Customer will pay a <b>one-time system fee [OSF]</b> in the amount of € 1,000 upon conclusion of an individual agreement. This system fee will be paid as consideration for services performed by the storage facility operator in connection with the licensing procedure. The one-time system fee will not apply in the case of Storage Customers who are already customers of the storage facility operator upon conclusion of the individual agreement or were customers of the storage facility operator during the three calendar months immediately preceding conclusion of the individual agreement since relicensing will not be necessary.</p>				
<p>The <b>annual system fee [SF<sub>0Y</sub>]</b> comes to € 10,508.39 per Storage Customer and year and will apply if at least one of the separate agreements entered into with the Storage Customer has a term of at least twelve months. This fee covers all changes in the annual agreement and additional agreements covering short-term (&lt; 1 year) products during the term of the product(s) with a term of at least one year.</p>				
<p>The <b>monthly system fee for short-term products [SF<sub>0M</sub>]</b> will apply if none of the products contracted by the Storage Customer has a minimum term of twelve months. This fee will be calculated on the basis of <math>SF_{0M} = SF_{0Y} \times 1.2 / 12</math>.</p>				

**Price adjustments in the case of agreements with a minimum term of at least one year**

**The prices contained in this price list refer to the 2022/23 storage year. In the case of bookings for subsequent storage years, prices will be adjusted annually with effect as of commencement of the respective storage year (1 April, 6:00 a.m.) using the following formula:**

Formula for adjustment of fixed storage fee (*Leistungspreis*):  $LP = LP_0 \times (0.75 + 0.15 \times L_i / L_0 + 0.05 \times I_i / I_0 + 0.05 \times E_i / E_0)$

Formula for adjustment of system fee:  $SF = SF_0 \times L_i / L_0$

Formula for adjustment of injection / withdrawal charge:  $IWC = IWC_0 \times (0.9 \times E_i / E_0 + 0.1 \times C_i / C_0)$

**where**

- LP:** Annual fixed storage fee (*Leistungspreis*) paid by the Storage Customer for the respective storage year.
- LP<sub>0</sub>:** Annual fixed storage fee (*Leistungspreis*) paid by the Storage Customer according to the annex to the respective storage access agreement.
- SF:** Annual system fee paid by the Storage Customer for the respective storage year.
- SF<sub>0</sub>:** Annual system fee paid by the Storage Customer according to the annex to the respective storage access agreement.
- AP:** Basic variable storage fee for injection / withdrawal (*Arbeitspreis*) paid by the Storage Customer for the respective storage year.
- AP<sub>0</sub>:** Basic variable storage fee for injection / withdrawal (*Arbeitspreis*) paid by the Storage Customer according to the annex to the respective storage access agreement.
- C<sub>i</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), Subject Matter Series 17 Series 2, Natural Gas, Industry, Annual Supply 11,630 MWh / year.
- C<sub>0</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), Subject Matter Series 17 Series 2, Natural Gas, Industry, Annual Supply 11,630 MWh / year for the base year specified in the respective storage access agreement.
- I<sub>i</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), products of producers of capital goods, Subject Matter Series 17 Series 2.3.
- I<sub>0</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), products of producers of capital goods, Subject Matter Series 17 Series 2.3 for the base year specified in the respective storage access agreement.
- L<sub>i</sub>:** Index of salaries under collective agreements published by the Federal Statistical Office, Subject Matter Series 16 Series 4.3, Index of monthly salaries under collective agreements in the overall economy (previous territory of the Federal Republic), Economic Sector 35, Power Utilities.
- L<sub>0</sub>:** Index of salaries under collective agreements published by the Federal Statistical Office, Subject Matter Series 16 Series 4.3, Index of monthly salaries under collective agreements in the overall economy (previous territory of the Federal Republic), Economic Sector 35, Power Utilities for the base year specified in the respective storage access agreement.
- E<sub>i</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), Subject Matter Series 17 Series 2, Electric Power, for supply to customers under special agreements.
- E<sub>0</sub>:** Index of producer prices published by the Federal Statistical Office for commercial goods (domestic sales), Subject Matter Series 17 Series 2, Electric Power, for supply to customers under special agreements for the base year specified in the respective storage access agreement.

**In the event the indices used in an escalation formula are no longer published, those indices that most closely approximate such indices will be used in their place. The same will apply in the event the Federal Statistical Office ceases publication of indices.**

## **Appendix E – Specimen Power of Attorney**

### **Power of Attorney**

**to nominate and renominate or assign quantities of natural gas\* to be injected  
or withdrawn for submission to  
Trianel Gasspeicher Epe GmbH & Co. KG (TGE)**

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(TGE Storage Customer)

hereby authorizes, for an indefinite term and until such power is retracted,

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(Authorized agent pursuant to §§ 7.7 / 8.2 of the General Terms & Conditions of TGE)

to nominate and renominate quantities of natural gas to be injected or withdrawn to Trianel Gasspeicher Epe GmbH & Co. KG.\* pursuant to § 8 of the General Terms & Conditions and to notify Trianel Gasspeicher Epe GmbH & Co. KG.\* of the assignment of rights pursuant to § 7 of the General Terms & Conditions.

This power of attorney will be kept on file by TGE and must be retracted by notification of TGE, in which case the power of attorney will then be promptly returned to the Storage Customer.

Place, Date

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Signature of the Storage Customer of TGE, company stamp

\*) Delete if not applicable

## Appendix F – Specimen Supplementary Agreement

### “Reporting of Fundamental Data” Supplementary Agreement to the Use of Storage Capacity Agreement

by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the “Storage Customer”

and

Trianel Gasspeicher Epe GmbH & Co. KG

hereinafter referred to as “TGE”

hereinafter referred to individually as the “Party” and collectively as the “Parties”

#### 1 Subject Matter of the Agreement

1. Regulation (EU) No. 1227/2011 on Wholesale Energy Market Integrity and Transparency (“REMIT”) entered into force on 28 December 2011. REMIT contains extensive provisions on market monitoring and far-reaching data reporting obligations. The details of the content, timing and nature of the REMIT reporting obligations for market participants were elaborated in concrete terms upon the entry into force on 7 January 2015 of Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on Wholesale Energy Market Integrity and Transparency. As the operator of the Epe gas storage facility, TGE is obliged to report the fundamental data of the gas storage facility specified in Article 9(7) of the Implementing Regulation.
2. TGE agrees to assume on behalf of the Storage Customer at the Epe storage facility the reporting duty pursuant to Article 9(9) of the Implementing Regulation and to report to the Agency for the Cooperation of Energy Regulators (“ACER”) and, if TGE is requested by ACER to do so, report to

national regulatory authorities the amount of gas that the Storage Customer, who is a market participant within the meaning of Article 2(7) of REMIT, has stored at the end of the gas day. TGE will, in accordance with Article 9(9) of the Implementing Regulation, make this information available no later than the following working day.

TGE is permitted to delegate the obligations under this Supplementary Agreement to a subcontractor, in particular to the commercial storage operator of the gas storage facility.

3. The Storage Customer hereby expressly warrants that the nominations made for injections into and withdrawal from TGE's facility of all quantities of natural gas are made on behalf of and for the account of the Storage Customer.

## **§ 2 Remuneration**

The remuneration agreed under the Storage Access Agreement constitutes payment in full for the services provided by TGE under this Supplementary Agreement.

## **§ 3 Term and Termination**

1. This Supplementary Agreement enters into effect upon signature by both Parties and remains in force for an indefinite term. This Supplementary Agreement terminates automatically upon termination of the Storage Access Agreement without any special notice of termination.
2. Either Party may terminate this Supplementary Agreement by giving four (4) weeks' notice [to the end of the month].
3. The right of each Party to terminate the Agreement without notice for due cause remains unaffected.
4. Notice of termination of this Agreement must be given in writing and signed.
5. The termination of this Supplementary Agreement does not affect the validity of the Storage Access Agreement.

## **§ 4 Final Provisions**

1. This Supplementary Agreement is a component of the Storage Access Agreement concluded by the Parties on [DD.MM.YY] so that the provisions of the Storage Access Agreement apply equally to this Supplementary Agreement unless provided otherwise in this Supplementary Agreement.
2. The provisions of this Supplementary Agreement are exhaustive. No ancillary agreements have been made orally.



Place, date

Place, Date

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Storage Customer

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TGE