

Storage Contract

Jemgum

between

EWE GASSPEICHER GmbH
Rummelweg 18, 26122 Oldenburg

-hereinafter referred to as „EWE“-

and

[Storage Customer]

-hereinafter referred to as „Storage Customer“-

-hereinafter referred to individually as „Party“ or collectively as „Parties“-

Storage Contract ID:

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Preamble

The *Storage Customer* is interested in using storage capacities in Jemgum in the time 1 April YYYY to 1 April YYYY+1. EWE is willing to make these storage capacities available in the form of working gas capacity, injection capacity and withdrawal capacity.

Therefore the *Parties* enter into and conclude the following *Contract*:

1. Definitions

Allocated Energy

means the *Allocated Injection Energy*, or the *Allocated Withdrawal Energy*, allocated to the *Storage Customer*, which each is allocated in full hours under the allocation agreement with the responsible transmission system operator and shown in the unit kWh.

Allocated Injection Energy

means *Injection Gas* that EWE receives under the allocation agreement with the responsible transmission system operator from the *Storage Customer* at one, or more than one, of the contractually agreed *Delivery Point(s)* at the end of each full *Hour* and injects into the storage facility.

Allocated Withdrawal Energy

means *Withdrawal Gas* that EWE withdraws from the storage facility and delivers to the *Storage Customer* in accordance with the allocation agreement with the responsible transmission system operator at one, or more than one, of the contractually agreed *Delivery Point(s)* at the end of each full *Hour*.

Associated Company

means any company meeting the definition under Sections 15 et seq. of the German Stock Corporation Act.

Availability_{ServicePeriod}

Availability_{ServicePeriod} is expressed in percentage and is calculated as follows:

$$Availability_{ServicePeriod} = (Maximum\ Available\ Hours_{ServicePeriod} - Default\ hours) * 100 / Maximum\ Available\ Hours_{ServicePeriod}.$$

Contract

means the present storage contract concluded between the *Storage Customer* and EWE.

Default hour

means an *Hour* at which EWE instructs the *Storage Customer* to change *Nominated Energy* as referred to in No. 6.2* to the amount of *Injection Capacity* and/ or *Withdrawal Capacity* pre-determined by EWE.

* all Nos. referred to in the present *Contract* are Nos. of the present *Contract*

Delivery Point

means one, or more than one, of the points specified in No. 11 that is/ are agreed under No. 3 of the present *Contract* and at which EWE provides the *Storage Service* to the *Storage Customer*.

Edig@s

means a standard format for communication between dispatching centres based on EDIFACT for transmitting and receiving data and messages regarding gas deliveries.

Extraordinary Maintenance

means maintenance measured under No. 13.3 that may have an impact on the *Storage Service* to be provided to the *Storage Customer*.

Force Majeure

means the equivalent of *Force Majeure* as described in No. 16.

Gas Day

means the period of time (or reference to a period of time) starting at 06:00 h *Local Time* on any given calendar day and ending at 06:00 h *Local Time* of the following calendar day, whereas the date of a *Gas Day* corresponds with the date on which it begins; e.g. the *Gas Day* 1 April commences 1 April at 06:00 h *Local Time* and ends 2 April at 06:00 h *Local Time*.

Hour (h)

means every 60-minute-period, starting e.g. at 06:00 h *Local Time* on any *given Gas Day* and ending at 07:00 h *Local Time* of the same *Gas Day*, or any equivalent 60-minute-period that commences at the beginning of a different *Hour* of that *Gas Day*.

Injection Capacity

corresponds with the agreed injection capacity under No. 3.

Injection Gas

means natural gas that the *Storage Customer* provides to EWE at one, or more than one, of the contractually agreed *Delivery Point(s)* for injection into the storage facility.

Local Time (LET; Local European Time)

is defined as LET (Local European Time) and comprises summertime. The *Local Time* corresponds with UTC + 1 outside summertime and UTC + 2 during summertime. For clarification: summertime commences at UTC 01:00 h on the last Sunday in March and ends at 01:00 h UTC on the last Sunday in October; UTC is the Coordinated Universal Time [ISO 8601: 1988 (E)].

Market Area Manager

means the market area manager of the German gas market area Trading Hub Europe.

Maximum Available Hours_{Service Period}

is the amount of *Hours* in the *Service Period* minus the *Hours* during which the *Storage Service* is not available as a result of a *Restriction of Storage Service* (No. 7.2), *Planned Maintenance* and *Extraordinary Maintenance* (Nos. 13.2 and 13.3) and/ or *Force Majeure* (No. 16).

Month

means the period of time starting at 06:00 h *Local Time* on the first day of a calendar month and ending at 06:00 h *Local Time* on the first day of the following calendar month.

MWh (megawatt hour)

is a unit of work and thus an energy unit. One *MWh* equals 3,600 MJ. One *MWh* equals 1,000 kWh.

Nominated Energy

means the *Nominated Injection Energy* or *Nominated Withdrawal Energy* (kWh) applicable in the respective *hour*.

Nominated Injection Energy

means *Injection Gas* that the *Storage Customer* provides for injection into the storage facility (*kWh*) for future *Hours* at one, or more than one, of the contractually agreed *Delivery Points*.

Nominated Withdrawal Energy

means *Withdrawal Gas* that the *Storage Customer* requests from EWE (kWh) for future *Hours* at one, or more than one, of the contractually agreed *Delivery Point(s)*.

P_{interruptible capacity}

means the fee in Euros (EUR) which is payable by the *Storage Customer* for the usage of interruptible capacity (*Injection Capacity_{interruptible}* respectively *Withdrawal Capacity_{interruptible}*) according to No. 4.3.

Planned Maintenance

means maintenance measured under No. 13.2 that may have an impact on the *Storage Service* to be provided to the *Storage Customer*.

P_{variable}

means the fee in Euros (EUR) for *Allocated Energy* which is payable by the *Storage Customer* under No. 4.2, taking into consideration *Reverse Flows* according to No. 10.

Reasonable and Prudent Operator

means a *Party* that performs its contractual duties to such a degree of diligence, proficiency, prudence, and foresight, as reasonable and usually exercised by experienced operators in the

same field of business under equal or similar circumstances and conditions and in accordance with proven practices.

Reference Date Storage Level Targets

means the specifications according to the Gas Storage Level Target Ordinance (*Gasspeicherbefüllungsverordnung*), according to which there is a risk of failure to meet the *Regulated Storage Level Targets*, if the storage level in a relevant gas storage facility is below 5% on 1 May of a calendar year or below 10% on 1 June of a calendar year.

Regulated Storage Level Targets

means the targets for specific storage levels as applicable to operators of gas storage facilities connected to the German gas transmission grid in relation to the relevant *Storage Year*; currently determined by Sec. 35b para. 1 and para. 3 of the German Energy Act and Sec. 1 of the Gas Storage Level Amendment Ordinance (*Verordnung zur Anpassung von Füllstandsvorgaben für Gasspeicheranlagen (Gasspeicherfüllstandsverordnung)*), according to which the following storage levels as a percentage of the working gas volume of each gas storage facility on the specified dates shall be maintained:

1. on 1 October: 85 %,
2. on 1 November: 95 %,
3. on 1 February: 40 %.

Restriction of Storage Service

means a restriction of the *Storage Service* available to the *Storage Customer* due to regulatory requirements, as further specified in No. 7.2.2.

Reverse Flow

occurs if different storage customers nominate both withdrawal and injection at the same *Delivery Point* at the same *Hour*.

Service Period

means the period of time from *Gas Day* 1 April YYYY to the end of *Gas Day* 31 March YYYY+1.

Settlement Price

means, for the purpose of the *Contract*, the gas price in EUR/MWh as published by „ICIS“ in the publication „European Spot Gas Markets“ and is calculated as arithmetical average of „bid“ and „offer“ and rounded to three decimal places.

If above-mentioned gas price is no longer published, it shall be replaced by a HUB gas price in North-western Europe that is rated as equivalent. If the gas price is no longer published in the above-stated publication but in a different publication the latter shall replace the “European Spot Gas Markets”.

Storage Fee

means the fee in Euros (EUR) under No. 4.1 which is payable by the *Storage Customer* to EWE for holding capacity available during the *Service Period*.

Storage Level

is the *Storage Level* as at the Starting Date under No. 3 plus the *Allocated Energy* in *MWh* calculated continuously on an hourly basis during the *Service Period*. The *Storage Level* is documented by EWE and disclosed to the *Storage Customer* once per week and on request.

Storage Service

means the contractual service that EWE performs for the *Storage Customer* under the present *Contract*.

Storage Year

means the period of time (or reference to a period of time) starting at 06:00 h *Local Time* on 1 April of any given calendar year and ending at 06:00 h *Local Time* on 1 April of the following calendar year.

Withdrawal Capacity

corresponds with the agreed withdrawal capacity under No. 3.

Withdrawal Gas

means *Working Gas* that EWE makes available to the *Storage Customer* after withdrawal from the storage facility to one, or more than one, of the contractually agreed *Delivery Point(s)*.

Working Gas

means natural gas that is injected into the storage facility (*Injection Gas*) or that is withdrawn from the storage facility (*Withdrawal Gas*).

Working Gas Capacity

corresponds with the agreed volume capacity (in *MWh*) for storable *Working Gas* as per No. 3.

2. Contractual obligations

2.1. Working Gas Capacity

2.1.1.

During the *Service Period*, EWE stores natural gas for the *Storage Customer* in the range between zero and the maximum *Working Gas Capacity* according to No. 3.

2.1.2.

The *Storage Customer* is obliged to monitor the *Storage Level* in order to prevent overrun of the maximum *Working Gas Capacity* or underrun (= negative *Storage Level*).

2.2. Injection Capacity

2.2.1.

The *Storage Customer* is obliged to make *Injection Gas* nominated previously by the *Storage Customer* available as *Nominated Injection Energy* at one, or more than one, of the contractually agreed *Delivery Point(s)* on an hourly basis.

2.2.2.

During the *Service Period*, EWE will inject the *Injection Gas* provided as *Nominated Injection Energy* at one, or more than one, of the contractually agreed *Delivery Point(s)* and inject it into the storage.

2.2.3.

The *Injection Capacity* is composed of a firm portion (*Injection Capacity_{firm}*) and an interruptible portion (*Injection Capacity_{interruptible}*). In addition to the *Injection Capacity_{firm}* the *Storage Customer* has the right to nominate *Injection Capacity_{interruptible}*. The *Nominated Injection Energy* must not exceed the sum of the *Injection Capacity_{firm}* and *Injection Capacity_{interruptible}* according to No. 3.

EWE is entitled to reduce the *Injection Capacity_{interruptible}*.

Provided that *Injection Capacity_{interruptible}* was used by the *Storage Customer* the rules under No. 4.3 apply.

2.2.4.

No injection characteristics curve shall apply.

2.3. Withdrawal Capacity

2.3.1.

EWE will provide the *Withdrawal Gas* requested as *Nominated Withdrawal Energy* to the *Storage Customer* at one, or more than one, contractually agreed *Delivery Point(s)* during the *Service Period*.

2.3.2.

The *Storage Customer* is obliged to accept the *Withdrawal Gas* provided by EWE that the *Storage Customer* previously nominated as *Nominated Withdrawal Energy* at one, or more than one, contractually agreed *Delivery Point(s)* on an hourly basis.

2.3.3.

The *Withdrawal Capacity* is composed of a firm portion (*Withdrawal Capacity_{firm}*) and an interruptible portion (*Withdrawal Capacity_{interruptible}*). In addition to the *Withdrawal Capacity_{firm}* the *Storage Customer* has the right to nominate *Withdrawal Capacity_{interruptible}*. The *Nominated*

Withdrawal Energy must not exceed the sum of the *Withdrawal Capacity_{firm}* and *Withdrawal Capacity_{interruptible}* according to No. 3.

EWE is entitled to reduce the *Withdrawal Capacity_{interruptible}*.

Provided that *Withdrawal Capacity_{interruptible}* was used by the *Storage Customer* the rules under No. 4.3 apply.

2.3.4.

The following withdrawal characteristic curve shall apply:



From a *Storage Level* $\leq 15\%$ the *Withdrawal Capacity_{firm}* is reduced to 55%.

2.4. Delivery Points and Transport Capacities

In accordance with No. 10, the *Storage Customer* has the possibility to contract for more than one *Delivery Point* under the present *Contract* (Additional *Delivery Points* in addition to the *Standard-Delivery Point*). The *Storage Customer* is responsible for booking the corresponding transport capacities with the corresponding transmission system operators at one, or more than one, contractually agreed *Delivery Point(s)* in order to be able to use the *Storage Service*.

2.5. Operation of the Storage Facility

EWE operates the storage facility as a *Reasonable and Prudent Operator* under the *Contract* and in accordance with the operational requirements required by the adjacent transmission system operators. Operational processing (nomination procedure, lead times, data exchange, matching, etc.) is subject to No. 9.

2.6. Payment of fees

The *Storage Customer* is obliged to pay fees and taxes pursuant to Nos. 4 and 14.

3. Storage Service

EWE shall hold available the *Storage Service* specified herein-below with the agreed specifications and perform it as agreed. The scope and content of all and any rights and obligations result from the present *Contract*.

EWE provides the following *Storage Service* to the *Storage Customer*:

Storage parameters:	[unit]	
<i>Working Gas Capacity</i>	[MWh]	
<i>Injection Capacity_{firm}</i>	[MWh/h]	
<i>Injection Capacity_{interruptible}</i>	[MWh/h]	
<i>Withdrawal Capacity_{firm}</i> and subject to No. 2.3.4	[MWh/h]	
<i>Withdrawal Capacity_{interruptible}</i>	[MWh/h]	
Minimum Withdrawal / Injection Capacity	[MWh/h]	0
Starting date		01/04/YYYY, 06:00h
End date		01/04/YYYY+1, 06:00h
<i>Storage Level</i> at the Starting Date	[MWh]	0
<i>Storage Level</i> at the End Date	[MWh]	0
Standard <i>Delivery Point</i>		
Additional <i>Delivery Points</i>		

4. Fees

In return for the *Storage Service*, the *Storage Customer* is obliged to pay the fees set forth herein-after.

4.1. Storage Fee

The *Storage Customer* shall pay to EWE a *Storage Fee* for holding available capacities, such fee arises irrespective of the usage of the *Storage Service*.

		<i>Storage Service</i>
<i>Storage Fee</i>	[EUR]	XX

4.2. Usage-based Fee P_{variable}

P_{variable} is calculated by multiplying XX EUR/ MWh with the *Allocated Injection Energy*, taking into consideration *Reverse Flows* according to No. 10.

No P_{variable} arises for *Allocated Withdrawal Energy*.

4.3. Usage-based fee $P_{\text{interruptible capacity}}$

$P_{\text{interruptible capacity}}$ is calculated by multiplying XX EUR/ MWh with the allocated *Injection Capacity_{interruptible}* and the allocated *Withdrawal Capacity_{interruptible}*.

The fee is charged only

- if the *Allocated Injection Energy* exceeds the booked *Injection Capacity_{firm}* and/ or
- if the *Allocated Withdrawal Energy* exceeds the booked *Withdrawal Capacity_{firm}*. The *Withdrawal Capacity_{firm}* is subject to the withdrawal characteristic curve under No. 2.3.4.

4.4. Fee for Additional Delivery Points

For the implementation of every Additional *Delivery Point* – in addition to the Standard *Delivery Point* under Nos. 3 and 11 - EWE charges a one-off payment of XX EUR per Additional *Delivery Point*.

4.5. Fee for exceeding the maximum Working Gas Capacity

In the case of exceeding the maximum *Working Gas Capacity* by the *Storage Customer* (cf. No. 9.6.1) an additional fee of XX EUR/ MWh/ *Gas Day* will be charged for any *Storage Level* [MWh] above maximum *Working Gas Capacity*. The additional fee is calculated from the maximum hourly overrun of the maximum *Working Gas Capacity* per *Gas Day*.

5. Service Period

The *Storage Service* is available to the *Storage Customer* from 1 April YYYY, 06:00 h to 1 April YYYY+1, 06:00 h.

6. Availability of the Storage Service

6.1. General

$Availability_{\text{ServicePeriod}}$ is based on *Default hours*. It is calculated by EWE and notified to the *Storage Customer* at the end of the *Service Period* within eight (8) working days beginning with the end of the *Service Period*.

In the event that $Availability_{\text{ServicePeriod}}$ is below 98 %, the *Storage Fee* is reduced by a percentage.

The applicable percentage rate is calculated as follows:

Percentage of the reduction = 98 % - $Availability_{\text{Service Period}}$ [%]

If *Availability_{ServicePeriod}* is lower than 98 % and thus results in a reduction of the *Storage Fee*, EWE shall refund the *Storage Customer* for this amount at the end of the *Service Period*.

Example:

In the case of an actual *Availability_{ServicePeriod}* of 95.5 %, the *Storage Fee* is reduced by 2.5 %.

6.2. Default hours

A *Default hour* means an *Hour* at which EWE instructs the *Storage Customer* to change *Nominated Energy* to the amount of *Injection Capacity* and/ or *Withdrawal Capacity* predetermined by EWE.

Default hours do not mean instructions to renominate, interruptions of and reductions on the *Storage Service* as a result of:

- off-spec gas to be injected (No. 9.4.2), and/ or
- a breach of contractual obligations on the part of the *Storage Customer* (Nos. 9.6, 15), and/or
- *Injection Capacity_{interruptible}* (No. 2.2.3), and/ or
- *Withdrawal Capacity_{interruptible}* (No. 2.3.3), and/ or
- *Nominated Withdrawal Energy* above the withdrawal characteristic curve (No. 2.3.4), and/ or
- measures of the adjacent transmission system operator, and/ or
- mismatch between EWE and the adjacent transmission system operator, unless caused by EWE, and/ or
- Maintenance (Nos. 13.2 and 13.3), and/ or
- *Force Majeure* (No. 16), and/ or
- *Restriction of Storage Service* (No. 7.2).

7. Regulated Storage Level Targets and Use-it-or-lose-it principle

7.1. Regulatory background

The *Storage Customer* acknowledges that EWE, as an operator of storage facilities, is addressed by and required to comply with, in particular, the following regulatory requirements arising from Sec. 35a et seq. of the German Energy Act:

- a. Operators of storage facilities located in Germany with at least one connection point to the German gas transmission grid shall include contractual provisions in each storage contract to achieve the *Regulated Storage Level Targets* in such storage facilities (Sec. 35b para. 1 of the German Energy Act, Sec. 1 of the Gas Storage Level Amendment Ordinance).

- b. If it is technically apparent that a *Regulated Storage Level Target* will not be achieved, because a customer does not use the working gas volume (storage capacities) booked by such customer on a firm basis, the operator of such storage facility is obliged to make the unused storage capacities of such customer available to the *Market Area Manager* in good time and on a pro rata basis, taking into account the extent of the customer's non-use, in the extent necessary to achieve the *Regulated Storage Level Targets*, until the end of the relevant *Storage Year*; including the injection and withdrawal capacity (Sec. 35b para. 5 of the German Energy Act).
- c. Operators of gas storage facilities shall include contractual provisions in each storage contract which enable the operator to make storage capacities not used by a customer available to the *Market Area Manager*, if the prerequisites described under No. 7.1 b. are met (Sec. 35b para 6 sentence 1 of the German Energy Act).
- d. A customer whose storage capacities have been made available to the *Market Area Manager* by the operator of the gas storage facility pursuant to the aforementioned regulations shall remain obliged to pay the storage fees, with the exception of the variable storage fees for injections and withdrawals related to the use of such storage capacities by the *Market Area Manager* (Sec. 35b para 6 sentence 2 of the German Energy Act).
- e. Moreover, according to the Gas Storage Level Target Ordinance (*Gasspeicherbefüllungsverordnung*), which was issued on the basis of Sec. 35b para. 3 and para. 7 of the German Energy Act and which supplements the *Regulated Storage Level Targets*, the operator of a gas storage facility must immediately make the unused storage capacities of the customers of a gas storage facility available to the Market Area Manager as interruptible capacities, including also the entire injection capacity, if a *Reference Date Storage Level Target* has not been met (Sec. 1 to Sec. 3 of the Gas Storage Level Target Ordinance).
- f. The regulatory requirements described under No. 7.1 a. to e. are set to expire on 1 April 2025 (Sec. 35g sentence 2 of the German Energy Act; Sec. 2 of the Gas Storage Level Amendment Ordinance; Sec. 4 of the Gas Storage Level Target Ordinance).

To implement these regulatory requirements in this *Contract*, the *Parties* agree on the provisions under No. 7.2 and No. 7.3.

7.2. Regulatory required Restriction of Storage Service

7.2.1.

In order to avoid a *Restriction of Storage Service*, the *Storage Customer* shall use the *Storage Service* in a way that the *Regulated Storage Level Targets* are achieved. This means that the *Storage Customer* is required to use the *Storage Service* to such an extent that the *Storage Level* as at 1 October is minimum 85% of the *Working Gas Capacity*, as at 1 November is

minimum 95% of the *Working Gas Capacity* and as at 1 February is minimum 40% of the *Working Gas Capacity*.

7.2.2.

If EWE determines at any time during a *Service Period* that a *Regulated Storage Level Target* will not be achieved in the relevant storage facility due to – exclusively or among others – the *Storage Customer's* non-use of the *Working Gas Capacity* for the storage of *Working Gas*, EWE is entitled to restrict the *Storage Customer's* rights in relation to the usage of the *Working Gas Capacity* (proportionally, taking into account the extent of the *Storage Customer's* non-use) as well as the *Storage Customer's* rights in relation to the usage of the *Injection Capacity_{firm}* and the *Withdrawal Capacity_{firm}*, in order to make such *Storage Service* available to the *Market Area Manager* in compliance with applicable regulatory requirements. Each such *Restriction of Storage Service* shall be limited to the extent required to make working gas volume, as well as injection and withdrawal capacity, in the relevant storage facility available to the *Market Area Manager* in compliance with applicable regulatory obligations of EWE. If the *Storage Level* as at 1 September is minimum 75% of the *Working Gas Capacity*, it shall be assumed that the *Regulated Storage Level Targets* will be achieved.

7.2.3.

A *Restriction of Storage Service* in accordance with No. 7.2.2 can in particular take place, if

- a. on the basis of technical assumptions, it has become impossible to achieve a *Regulated Storage Level Target* in the relevant storage facility due to the *Storage Customer's* technical inability to achieve, taking into account the *Injection Capacity_{firm}*, one of the *Storage Levels* on the relevant date as described in No. 7.2.1 sentence 2, or
- b. the *Storage Customer*
 - has been notified by EWE about an imminent *Restriction of Storage Service* in accordance with No. 7.2.6 subpara. 1 and No. 7.2.3 a., and
 - has upon request by EWE in accordance with No. 7.2.6 subpara. 2 not immediately declared to use the *Storage Service* to such extent that the *Regulated Storage Level Target*, the technical unattainability of which is imminent, will be achieved.

7.2.4.

A *Restriction of Storage Service* will be declared by e-mail from EWE to the e-mail address communicated by the *Storage Customer* to EWE in accordance with No. 9.7.3.

7.2.5.

In case of a *Restriction of Storage Service*, the *Storage Customer* remains obliged to pay the fees set forth in No. 4; including in particular the full amount of the *Storage Fee*. For the avoidance of doubt, the *Storage Customer* is not obliged to pay the usage-based fee $P_{variable}$ for injections performed by or on behalf of the *Market Area Manager* in relation to *Storage Service* (proportionally) restricted and made available to the *Market Area Manager* in accordance with No. 7.2.2.

7.2.6.

EWE shall, when acting as a *Reasonable and Prudent Operator* becoming aware of an imminent *Restriction of Storage Service* in accordance with No. 7.2.3 a., inform the *Storage Customer* accordingly. For the avoidance of doubt, such warning notice is not a prerequisite for the declaration of a *Restriction of Storage Service*.

When providing such warning notice, EWE is entitled to request the *Storage Customer* to provide a declaration whether the *Storage Customer* intends to use the *Storage Service* to such extent that the *Regulated Storage Level Target*, the technical unattainability of which is imminent, will be achieved. When requesting such declaration, EWE will explicitly inform the *Storage Customer* that it may impose a *Restriction of Storage Service* in accordance with 7.2.3 b., if the *Storage Customer* does not immediately declare its intention to use the *Storage Service* to such extent.

7.2.7.

A *Restriction of Storage Service* ends at the end of the *Storage Year* in which it has been declared. For the avoidance of doubt, a *Restriction of Storage Service* will apply until the end of the *Term* as agreed under No. 24, should this *Term* end prior to the end of the relevant *Storage Year*.

7.2.8.

For the avoidance of doubt, a *Restriction of Storage Service* does not constitute any *Default Hours* and does not reduce the *Maximum Available Hours*_{Service Period} or the *Availability*_{ServicePeriod}.

7.3. Reference Date Storage Level Targets and interruptible capacities to be made available to the Market Area Manager

The *Storage Customer* acknowledges that the unused storage capacities in the relevant gas storage facility shall be made available to the *Market Area Manager* as interruptible capacities, including the entire injection capacity, if a *Reference Date Storage Level Target* has not been achieved. Making available interruptible storage capacity to the *Market Area Manager* shall be limited to the extent actually required in accordance with the *Gas Storage Level Target* Ordinance and shall, as far as possible in compliance with applicable regulatory rules, be made available in a way that does not restrict the *Storage Customer* in the use of the *Storage Service*. For the avoidance of doubt, the *Storage Customer* is not obliged to pay the usage-based fees $P_{variable}$ and $P_{interruptible\ capacity}$ for injections and withdrawals performed by or on behalf of the *Market Area Manager*. The provisions under No. 7.2.7 and No. 7.2.8 shall apply mutatis mutandis.

7.4. Interpretation and changes in the applicable regulatory regime

7.4.1.

The *Parties* agree that all provisions under this No. 7 shall fully and exclusively implement in the *Storage Contract* the statutory regime of Sec. 35b of the German Energy Act, of the Gas Storage Level Amendment Ordinance as well as the requirements in accordance with the *Gas*

Storage Level Target Ordinance. Therefore, the provisions under this No. 7 shall be interpreted in accordance with these underlying statutory requirements, taking into account all available guidance published by the Federal Network Agency as the competent German energy regulatory authority and any court decision regarding the interpretation of such rules.

7.4.2.

Should the applicable regulatory requirements change, in particular due to amendments of the German Energy Act, due to an amendment of the Gas Storage Level Amendment Ordinance, of the Gas Storage Level Target Ordinance or any other ordinance adopted on the basis of Sec. 35b of the German Energy Act, the *Parties* will agree on an amendment of the provisions under this No. 7 accordingly.

The *Parties* acknowledge that, in particular, the Federal Ministry of Economic Affairs and Climate Action may, by way of an ordinance pursuant to Sec. 35b para. 3 of the German Energy Act or by amending the Gas Storage Level Amendment Ordinance or the Gas Storage Level Target Ordinance, determine provisions deviating from the currently applicable *Regulated Storage Level Targets* or the *Reference Date Storage Level Targets* in relation to relevant dates and minimum storage level requirements. In such case, the *Parties* will agree on the necessary amendments of the terms “*Regulated Storage Level Targets*” and/or “*Reference Date Storage Level Targets*”, as well as further amendments to the provisions under this No. 7 in accordance with such ordinance.

The same applies if applicable European regulations on minimum storage levels come into force and apply in relation to this *Storage Contract*.

7.5. Term

The terms of this No. 7 apply until the earlier of the following points in time: (i) end of the *Service Period*, (ii) 1 April 2025.

8. Storage Level at the end of Contract

The *Storage Level* shall be 0 (zero) MWh by no later than the end of the *Service Period*.

If the *Storage Customer* fails to bring the *Storage Level* back to zero (0) MWh by the end of the final *Gas Day* in the *Service Period*, ownership of the remaining *Working Gas* shall pass to EWE. EWE shall refund the monetary value of the remaining *Working Gas* (*Storage Level*) as follows:

- If *Availability_{ServicePeriod}* is larger than or equals 98 %:
the monetary value of the remaining *Working Gas* =
 $\text{Storage Level} * \text{Settlement Price} * 75 \%$

The following Settlement index, Reference period and Settlement period apply to the calculation of the *Settlement Price*:

Settlement index	Reference period	Settlement period
TTF PRICE ASSESSMENT	„Summer“ YYYY+1	Arithmetical average of all published daily “Bid” and “Offer” forward notations in the period 1 January YYYY+1 to 31 March YYYY+1 for the reference period.

- If $Availability_{ServicePeriod}$ is lower than 98 %:
the monetary value of the remaining *Working Gas* =
 $Storage\ Level * Settlement\ Price * 100\ \%$.

The following Settlement index, Reference period and Settlement period apply to the calculation of the *Settlement Price*:

Settlement index	Reference period	Settlement period
TTF PRICE ASSESSMENT	„Q1“ YYYY+1	Arithmetical average of all published daily “Bid” and “Offer” forward notations in the period 1 December YYYY to 31 December YYYY for the reference period.

9. Operative processing and exchange of information

9.1. Allocation

The allocation procedure "allocated as nominated" applies to this present *Contract*.

9.2. Injection

On request, the *Storage Customer* shall provide EWE with *Injection Gas* at one, or more than one, of the contractually agreed *Delivery Point(s)*. Especially in the case that more than one *Delivery Points* are used simultaneously, the *Storage Customer* shall ensure that the *Nominated Injection Energy* must not exceed the sum of the *Injection Capacity_{firm}* and *Injection Capacity_{interruptible}* according to No. 3.

9.3. Withdrawal

On request, EWE shall provide the *Storage Customer* with *Withdrawal Gas* at one, or more than one, of the contractually agreed *Delivery Point(s)*. Especially in the case that more than one *Delivery Points* are used simultaneously, the *Storage Customer* shall ensure that that the *Nominated Withdrawal Energy* must not exceed the sum of the *Withdrawal Capacity_{firm}* and *Withdrawal Capacity_{interruptible}* according to No. 3.

9.4. Gas quality

9.4.1.

In the course of injection and withdrawal, intermixture of the *Storage Customer's Injection Gas* and *Withdrawal Gas* with other storage customers' natural gas quantities occurs regularly. EWE is not obliged to maintain the identity of the natural gas. (Co-) Ownership of the *Working Gas* as per *Storage Level* shall remain with the *Storage Customer*.

9.4.2.

EWE shall monitor the quality of *Injection Gas*. Should EWE as a *Reasonable and Prudent Operator* find that the *Injection Gas* provided by the *Storage Customer* for injection at one, or more than one, of the contractually agreed *Delivery Point(s)* does not correspond with the specifications imposed by the transmission system operators, EWE is entitled on the one hand to reject acceptance and interrupt injection to prevent damage to the storage facility caused by gas that is not conform with the specifications (off-spec gas) and on the other hand to ensure that only such natural gas is injected that meets the required specifications of the transmission system operators on withdrawal. In this case, EWE shall immediately notify the *Storage Customer* thereof; the *Storage Customer* is obliged to cease the supply of *Injection Gas* at one or more than one of the contractually agreed *Delivery Point(s)*.

9.4.3.

EWE shall monitor the quality of *Withdrawal Gas*. If EWE as a *Reasonable and Prudent Operator* finds that the *Withdrawal Gas* requested by the *Storage Customer* at one, or more than one, of the contractually agreed *Delivery Point(s)* does not correspond with the specifications required by the relevant transmission system operator (off-spec gas), EWE shall notify the *Storage Customer* immediately; EWE is obliged to cease the supply of *Withdrawal Gas* at one or more than one of the contractually agreed *Delivery Point(s)*.

9.5. Nomination and lead time

The *Storage Customer* will nominate *Nominated Energy* via Edig@s in full kWh with no decimal numbers taking into consideration summer- (MESZ) and wintertime (MEZ). A nomination is submitted in 24 hourly values per *Gas Day*.

a. Lead times

The lead time for *Nominated Energy* for the *Storage Customer* is two *Hours* before the next full *Hour*.

Provided they are conform to the lead times of the transmission system operator/s concerned, re-nominations are possible on the part of the storage operator with a lead time of 30 minutes before the next full *Hour*.

b. Rejections of nominations or re-nominations

The *Parties* are entitled to reject, or adjust 'pro rata', a nomination or renomination, and/or confirmation of the nomination or re-nomination, that breaches the terms of the present *Contract*. A nomination or re-nomination that does not correspond with

the agreed data format, or that cannot be processed automatically, will be rejected as a whole.

If the *Storage Customer* communicates no *Nominated Energy* to EWE, the value “zero” shall apply as *Nominated Energy* for the *hour* in question.

9.6. Over-/Underrun of the contractual storage capacities

9.6.1.

In the case that the maximum *Working Gas Capacity* is exceeded (overrun), EWE is entitled to reject *Nominated Injection Energy*.

In the case of exceeding the maximum *Working Gas Capacity* by the *Storage Customer* the rules under No. 4.5 apply.

9.6.2.

In the case of underrun of the maximum *Working Gas Capacity* (= negative *Storage Level*) EWE is entitled to reject *Nominated Withdrawal Energy*.

9.6.3.

In the case of over- or underrun, the *Storage Customer* shall immediately take steps to ensure that the over- or underrun of the *Storage Level* is remedied by accepting *Withdrawal Gas* (in the case of overrun) or by providing *Injection Gas* (in the case of underrun) through *Nominated Energy*.

9.7. Communication

9.7.1. Basic provisions

The present *Contract* is subject to a regular review of its conformity with the generally accepted rules of technology, e.g. the DVGW rules relating to communication structures.

If, due to technical disturbances, one of the *Parties* is temporarily unable to use the communication structures installed, that *Party* shall immediately inform the other *Party* and take all reasonable measures to enable it to use the originally agreed communication structures.

9.7.2. Data formats and coding

The nominations between the *Parties* are exchanged in the DVGW standardised format for trade messages, NOMINT and NOMRES. The *Storage Customer* shall use the format NOMINT to declare natural gas with EWE at one, or more than one, of the contractually agreed *Delivery Points* during a defined period of time. To respond to the message sent by the *Storage Customer*, EWE shall use the message format NOMRES. All messages are exchanged according to the Coordinated Universal Time (UTC).

9.7.3. Exchange of information

Information exchanges take place via the following communication structures:

- ISDN-FTP
- MTS-Nom-Portal (Online nomination portal) (if ISDN-FTP not possible)

- E-Mail

The *Storage Customer* agrees to communicate to EWE in a timely manner the addresses, telephone numbers, email addresses, balancing group code, DVGW code, and shipper code, and any changes thereof and any other information, required for processing.

In cases of emergency, for example in the case of technical disturbances, and/ or technical transmission errors, documents may also be transmitted by email and/ or facsimile. The *Parties* shall provide each other with the names of their respective authorised contact persons for data transmission and for nominations, renominations, and confirmations.

9.7.4. Communication test

Prior to the exchange of nominations between the *Parties*, EWE shall carry out a communication test with the *Storage Customer*. In the communication test, EWE will test whether its communication requirements are met and whether the *Storage Customer* is able to transmit notices and messages concerning implementation to EWE and to receive such notices and messages from EWE and process them.

9.7.5. Edig@s designations

Edig@s Version No.: to be agreed

Power unit: kWh/h

Prefixes: *Injection Gas* = positive
Withdrawal Gas = negative

Contract name: to be agreed

Shipper name: to be agreed

9.8. Matching procedure

Matching takes place at the *Delivery Points*. For matching, the *Parties* shall use the rules of EASEE-gas CBP 2003-002-01 relating to the harmonisation of nomination and matching procedures.

9.9. Market area compatibility

The provisions made under No. 9 must be compatible with the requirements of the transmission system operators. If the transmission system operators' requirements relating to the provisions made under No. 9 change, the provisions made under No. 9 must be changed accordingly. Correspondingly, EWE is entitled to change the provisions made under No. 9, observing an announcement period of 8 weeks, in order to accommodate changes in the transmission system operators' requirements.

10. P_{variable} in case of Reverse Flows

Due to the storage facility's operation mode, and the use of the storage service by various storage customers, *Reverse Flows* may be possible. After the end of each month in the *Service Period*, EWE will calculate the usage-based fee P_{variable} of all storage customers at the contractually agreed *Delivery Point(s)*, taking into consideration *Reverse Flows* on a pro-rata basis (if applicable).

For the calculation of P_{variable} in the case of *Reverse Flows*, the *Allocated Injection Energy* of the *Storage Customer* will be reduced on a pro rata basis according to the relation of the total sum of all physically injected gas quantities to the total sum of all storage customers' total gas quantities allocated for injection at the same *Delivery Point* on an hourly basis.

Invoicing shall be performed in accordance with No. 14.1.

11. Delivery Point(s)

Standard-Delivery Point is one of the entry/ exit points designated herein-below between the storage facility UGS Jemgum and the transport network of the adjacent transmission system operator:

- GTS-UGS Jemgum in Oude Statenzijl, or
- GUD-UGS Jemgum in Nüttermoor, or
- TG-UGS Jemgum in Mooräcker, or
- GASCADE-UGS Jemgum in Jemgum,

that is mutually agreed under the present *Contract* as specified under No. 3 and at which EWE provides the *Storage Service* to the *Storage Customer*.

Optionally, **Additional Delivery Points** for the *Storage Service* may be agreed in the present *Contract*. For the usage of each *Additional Delivery Point*, EWE will charge a lump sum to the *Storage Customer* under No. 4.4. The *Additional Delivery Points* apply to the *Storage Service* (No. 3). The *Storage Customer* shall submit an application with EWE for the installation of an *Additional Delivery Point* no later than 10 working days prior to the desired use thereof. The maximum capacity (for injection and withdrawal) agreed in the present *Contract* may be divided randomly and flexibly among the *Delivery Points* agreed in the present *Contract*.

Transmission system operators means the transmission system operators *GTS*, *GUD*, *TG* or *GASCADE* adjacent to the storage facility UGS Jemgum, whereby:

GTS

means the transmission system operator „Gasunie Transport Services B.V.“ (*Delivery Point GTS-UGS Jemgum in Oude Statenzijl (301453, OUDE STATENZIIL (EWE JEMGUM) (Entry / Exit)))*) adjacent to the storage facility UGS Jemgum.

GUD

means the transmission system operator „Gasunie Deutschland Transport Services GmbH“ (*Delivery Point* GUD-UGS Jemgum in Nüttermoor (H199 (Entry) / H200 (Exit))) adjacent to the storage facility UGS Jemgum.

TG

means the transmission system operator „Thyssengas GmbH“ (*Delivery Point* TG-UGS Jemgum in Mooräcker (01200016 (Entry) / 01100109 (Exit))) adjacent to the storage facility UGS Jemgum.

GASCADE

means the transmission system operator „GASCADE Gastransport GmbH“ (*Delivery Point* GAS-CADE-UGS Jemgum in Jemgum (1BRA (Entry / Exit))) adjacent to the storage facility UGS Jemgum.

The *Storage Customer* is responsible for booking transport capacities with the respective transmission system operator(s).

12. REGENT Provisions

As of 1 January 2021 the provisions of the Bundesnetzagentur “Festlegung einer Referenzpreismethode sowie der weiteren in Art. 26 Abs. 1 der Verordnung (EU) Nr. 2017/460 genannten Punkte für alle Fernleitungsnetzbetreiber (BK9-19/610, „REGENT 2021“)” (following: REGENT) shall apply to the calculation of transmission fees in the German gas grid. In this context, German transmission system operators (TSOs) shall – beside other rules under REGENT – grant a 75% discount on the yearly fees for German transmission capacities at storage facilities.

Some special REGENT provisions concerning the transmission fee discount at storage connection points are applicable to storage facilities in Germany – as UGS Jemgum –, which are connected to more than one market area and which allow a “cross-market area/ border usage”.

In case of a single-market area usage of the *Storage Service* a transmission fee discount shall be offered by the TSO.

For the cross-market area/ cross-border usage of the *Storage Service* no transmission fee discount will be granted (*Storage Customer* pays the undiscounted transmission fee).

The parallel cross-market area/ cross-border usage and single-market area usage of the *Storage Service* is possible as long as the REGENT provisions are maintained.

For this case, EWE must separate the gas amounts of the *Storage Customer* according to the use of discounted and undiscounted transmission capacity.

EWE has generally to separate between

- a) discounted gas-accounts, and

b) undiscounted gas-accounts.

The operational handling of the gas accounts will be described in a manual and published on the EWE website.

EWE as the storage system operator uses reasonable endeavors to comply with the REGENT provisions in order to demonstrate towards the connected TSOs that the use of the Storage Service by the Storage Customer is in line with the REGENT provisions.

12.1. REGENT - Transfer of gas volumes between gas-accounts

A transfer of gas quantities from a discounted gas account to an undiscounted gas account of the same market area is possible if a TSO of the respective market area makes it possible by charging the corresponding transmission fee as published by the TSO and informs EWE accordingly. The corresponding transfer must be notified to EWE at least three working days prior to its entry into force and the approval by the TSO must be received by EWE prior to the transfer. According to No. 20 a transfer of gas volumes between two storage customers is only possible within undiscounted gas-accounts of the same market area or within discounted gas-accounts of the same market area.

12.2. REGENT - Compliance with the contractual capacities

12.2.1. Working Gas

The sum of the gas amounts allocated to different gas-accounts (to the discounted gas-accounts and to the undiscounted gas-accounts) equals the *Storage Level*. The *Storage Customer* shall monitor his gas-accounts in order to prevent overrun of the maximum *Working Gas Capacity* according to No. 3. EWE is entitled to reduce *Nominated Injection Energy* if the aggregated volume of gas on the different gas-accounts exceeds the maximum *Working Gas Capacity*.

In the case of exceeding the maximum *Working Gas Capacity* by the *Storage Customer* the rules under No. 4.5 apply.

Further the *Storage Customer* shall monitor his gas-accounts in order to prevent underrun of each gas-account. In case of underrun EWE will reduce *Nominated Withdrawal Energy* due to a physical withdrawal.

12.2.2. Injection

The sum of the *Nominated Injection Energy* of all gas-accounts of the *Storage Customer* must not exceed the *Injection Capacity* according to No. 3.

If the *Nominated Injection Energy* exceeds the *Injection Capacity*, EWE is entitled to reduce the *Nominated Injection Energy*. Such reductions shall not be regarded as a *Default Hour*.

12.2.3. Withdrawal

The sum of the *Nominated Withdrawal Energy* of all gas-accounts of the *Storage Customer* must not exceed the *Withdrawal Capacity* according to No. 3.

If the *Nominated Withdrawal Energy* exceeds the contracted *Withdrawal Capacity*, EWE is entitled to reduce the *Nominated Withdrawal Energy*. Such reductions shall not be regarded as a *Default Hour*.

13. Maintenance, restriction of contractual obligations

13.1. General

EWE is entitled to temporarily restrict or suspend the *Storage Service* if necessary due to *Planned Maintenance* or *Extraordinary Maintenance* or due to hazards for persons and/or technical systems.

To be informed immediately about *Planned* or *Extraordinary Maintenance*, please subscribe to the RSS Feed of UGS Jemgum on the website of EWE (<https://b2b.ewe-gasspeicher.de/UnavailabilityReport/rss/21W0000000000508/>).

13.2. Planned Maintenance

EWE shall plan and schedule *Planned Maintenance* for the *Service Period* and notify the *Storage Customer* of the period for *Planned Maintenance* (subject to change).

EWE shall preferably schedule *Planned Maintenance* for the time of the calendar months April to August and shall endeavour to bundle the measures in such a manner that the annual measures do not exceed eight (8) *Gas Days*.

The *Storage Customer* will be informed in due time, if measures should be planned.

For the avoidance of doubt: Within the *Planned Maintenance* period, no *Injection Capacity* and no *Withdrawal Capacity* is available to the *Storage Customer*.

13.3. Extraordinary Maintenance

If required by the TÜV, mining authority (Bergamt), or any other responsible authorities, for reasons of technical safety or legal reasons, EWE shall temporarily restrict or suspend the *Storage Service*. The same shall apply if the transmission system operator demands a downtime at the *Delivery Point* for safety, technical, or legal reasons. Additional measures arising during the *Service Period* due to amendments of existing, or the adoption of new, laws, regulations or directives, may lead to additional restrictions during which the *Storage Service* is not fully or only partly available for the *Storage Customer*. All measures mentioned herein-above shall be deemed *Extraordinary Maintenance*. EWE shall inform the *Storage Customer* about the times for *Extraordinary Maintenance* as early as possible, accordingly.

In the event that the *Storage Service* is not available for more than 144 *Hours* due to *Extraordinary Maintenance*, each additional *Hour* exceeding 144 *Hours* of non-availability is considered as a *Default Hour* (e.g. for 150 *Hours* of non-availability during the *Service Period*, 6 *Hours* shall be considered as *Default Hours*).

13.4. Hazards for persons and/ or technical systems and equipment

Furthermore, EWE is entitled to temporarily restrict or suspend the *Storage Service* if necessary due to hazards for persons and/or technical systems and equipment, without constituting a case of *Planned Maintenance*. EWE shall inform the *Storage Customer* accordingly as promptly as possible, except in cases of imminent danger.

13.5. Deviations from the permitted Nominated Energy

If, in the cases of Nos. 13.1 to 13.1 herein-above, the *Storage Service* is not or only partly available, the *Storage Customer* is entitled, contrary to No. 3, only to nominate *Nominated Withdrawal or Injection Energy* that ranges within the restrictions of the *Storage Service* notified by EWE.

13.6. Term and scope of restrictions

EWE shall endeavour within its operational possibilities to restrict the duration and the scope of restrictions under Nos. 13.1 to 13.1 to the necessary extent and thus minimise restrictions of the *Storage Service*. EWE shall inform the *Storage Customer* as early as possible.

14. Invoicing and payment

14.1. Monthly invoicing

By the eighth working day of the *Month M* the *Storage Customer* shall receive an invoice from EWE that contains

- a) the monthly installment of the *Fixed Storage Fee* under No. 4.1 for the *Storage Service* to be performed in the *Month M*, and
- b) the usage-based fee $P_{variable}$ under No. 4.2, taking into account *Reverse Flows* according to No. 10, for the *Month M-1*, and
- c) the usage-based fee $P_{interruptible\ capacity}$ for the usage of *Injection Capacity_{interruptible}* and/ or *Withdrawal Capacity_{interruptible}* under No. 4.3 for the *Month M-1*, and
- d) the one-off payment for *Additional Delivery Points* under 4.4 (if additionally booked in the previous month), and
- e) the fee for exceeding the maximum *Working Gas Capacity* under No. 4.5.

14.2. Invoicing at the end of the Service Period

By the eighth working day from the end of the *Service Period* the *Storage Customer* shall receive from EWE any credit notes (e.g. *Availability_{ServicePeriod}*) and invoices, if so determined, for the expired *Service Period*.

14.3. Processing

The invoices shall be sent to the *Storage Customer* by email.

The *Storage Customer* shall pay the invoices so that the amount to be transferred is credited for EWE's benefit to the account designated by EWE on the date of the fifteenth working day of the month M of invoicing.

The amounts payable by the *Storage Customer* to EWE shall be transferred to the following account:

Oldenburgische Landesbank AG

Bank identification number: 280 200 50; Account number: 1449801800;

BIC-Code: OLBODEH2; IBAN-Nr.: DE33 2802 0050 1449 8018 00

If a payment is not made at the due date EWE is entitled to charge interest according to Sect. 288 II BGB (German Civil Code). EWE's additional claims based on late payment shall not be affected. In particular, EWE is entitled to terminate the *Contract* with immediate effect if the *Storage Customer* fails to fully or partly pay the amount invoiced by EWE despite having received a reminder/warning notice setting a reasonable time-period for payment.

All invoices under the present *Contract* shall be issued by EWE – regardless of which *Party* is the creditor – and transmitted to the *Storage Customer*. The invoices shall contain all information that is justifiably necessary to enable the *Storage Customer* to verify the accuracy of the invoice.

Objections against the accuracy of an invoice shall be raised immediately, in any case no later than four weeks from receipt of the invoice. Objections relating to defects that cannot be discovered by the *Storage Customer* through no fault of his own, may be raised after the end of the time limit set herein-above immediately upon the *Storage Customer* gaining knowledge of the cause for objection.

Objections against invoices, except in the case of obvious errors (e.g. errors in calculation), do not entitle the *Storage Customer* to suspend, reduce, or refuse, payment. If such objections are justified they shall merely create a right of refund.

The *Storage Customer* may set off – whatever the legal cause - EWE's receivables arising under the present *Contract* with his own rights, or claim a retention right, only if and inasmuch as his claims are undisputed or *res judicata*.

The place of performance for payments shall be EWE's registered offices.

14.4. Taxes

All fees charged under the present *Contract* are net fees in addition to which value added tax, if applicable, is charged at the applicable tax rate which shall be borne by the *Storage Customer*. The same applies to any energy tax levied.

An invoice shall be paid by the *Storage Customer* in such a manner that EWE will have the money at its free disposal.

15. Interruption of Services in case of breach of Contract

EWE is entitled to suspend the *Storage Service* at one, or more than one, of the contractually agreed *Delivery Point(s)*, if the *Storage Customer* breaches the present *Contract* through his fault to a not insignificant degree. This shall be the case particularly if a payment obligation is not fulfilled despite a reminder/ warning notice.

The afore-said shall however not apply if the consequences of suspension are out of proportion to the gravity of the breach, or if the *Storage Customer* demonstrates in a suitable manner that there is sufficient prospect of the fulfilment of his obligations or if the *Storage Customer* raises justified objections against an invoice issued by EWE. Together with the reminder/ warning notice, EWE may threaten to suspend the provision of *Storage Service* unless out of proportion to the gravity of the breach.

The *Storage Customer* shall be warned at least one week in advance, stating the reasons, of the suspension of the provision of the *Storage Service* at one, or more than one, of the contractually agreed *Delivery Point(s)*.

EWE shall immediately recommence the provision of the *Storage Service* at one, or more than one, of the contractually agreed *Delivery Point(s)* as soon as the reasons for suspension cease to apply. The *Storage Customer* shall compensate EWE for any damage caused by justified suspension.

16. Force Majeure

If one of the *Parties* is unable to perform its contractual obligations through *Force Majeure* it shall be released from its contractual obligations to the extent, and for the time, that the *Force Majeure* presents an obstacle to performance; this shall not apply in the case of being prevented from meeting a payment obligation. The other *Party* is released from its counter-performance obligations if and inasmuch as the *Party* is prevented from fulfilling its contractual obligations as a result of *Force Majeure*.

Force Majeure is an external extraordinary occurrence that impacts performance from the outside, that is unforeseeable, and that cannot be prevented, or prevented in a timely manner, despite applying reasonable care and prudence and reasonable technical and economic means. It includes, for example, natural events, natural disasters, war, explosions, fire, terrorist attacks, strikes, and lockouts, provisions of law, or government, court, or official, measures, regardless of their lawfulness.

The *Party* affected shall inform the other *Party* immediately of the reasons and the prospective duration – provided such information is available – of the *Force Majeure* event. It shall endeavour with all reasonable technical and economic means to restore the conditions required for meeting its contractual obligations as rapidly as possible.

If, as a result of an event of *Force Majeure*, one of the *Parties* is prevented from, or substantially impaired in, the performance of its contractual obligations for a period of six successive

months from the beginning of the *Force Majeure* event, each of the *Parties* is entitled to terminate the *Contract*. Termination shall become effective on the date of receipt of the written notice of termination.

17. Liability

The *Parties* shall be liable for damage from injuries to life, health, or the body, provided they are caused by the *Party* itself, or by its statutory representatives, auxiliary or vicarious persons.

Otherwise, the *Parties* shall be liable only if the damage is caused wilfully or through gross negligence by the *Party* itself, its statutory representatives, or its auxiliary or vicarious agents. In the case of slight negligence, the *Parties* shall be liable only in the case of breaches of essential contractual obligations (cardinal obligations). In this case, liability is limited to the damage that is typical for this type of contract and that is foreseeable at the time of the conclusion of the contract. Essential contractual obligations (cardinal obligations) for the purpose of the present *Contract* means obligations that if breached put the purpose of the contract at risk because one of the *Parties* is thereby divested of rights or because rights are limited that *Party* is granted by other *Party* specifically on account of the contents and the purpose of the contract. EWE's liability for indirect damage, e.g. for lost profits, losses in production, or for any other indirect damage, is excluded.

The terms set forth hereinabove shall apply also to the benefit of the statutory representatives, employees, and workers, and the auxiliary and vicarious persons of the *Parties*.

Liability under the mandatory provisions of the German Liability Act, and under other mandatory liability regulations, shall not be affected.

Each *Party* shall notify the other *Party*, respectively, of any damage and shall fulfil its obligation to minimise damage.

18. Secondary marketing

The *Storage Customer* shall be entitled to allow third parties to use the *Storage Service*. In this case, the *Storage Customer* shall nevertheless continue to be EWE's contracting partner and shall continue to be obliged to fulfil the obligations resulting from the *Contract*, in particular the payment of fees, the furnishing of securities, and the operative management of the *Contract*.

19. Assignment of rights and obligations

Each of the *Parties* is entitled to fully assign its rights and obligations created under the present *Contract* to third parties. Such assignment is permitted solely subject to the express prior

consent of the other *Party*. Such consent may be withheld only if the third party offers no secure guarantee for the performance of the present *Contract*.

Such consent shall be granted if the rights and obligations are to be transferred to an *Associated Company* as defined under Sections 15 et seq. of the German Stock Corporation Act and if this company provides a secure guarantee for the performance of the *Contract*.

In the case of a fully assignment of all rights and obligations under this *Contract* to third parties, a transmission fee in the amount of XX EUR per assignment will be charged.

20. Transfer of Working Gas

The *Storage Customer* is entitled to transfer (transferring *Storage Customer*) and/ or to receive (receiving *Storage Customer*) *Working Gas* to/ from another storage customer of the storage facility UGS Jemgum.

If the *Storage Customer* intends to transfer *Working Gas* to another storage customer, the *transferring Storage Customer* has to ensure that the *Working Gas* to be transferred is available in the *Storage Level*. For a planned reception of *Working Gas* from another storage customer, the *receiving Storage Customer* has to ensure sufficient free *Working Gas Capacity* in the *Storage Level*. A transfer of *Working Gas* is only possible within the same undiscounted gas-accounts or within the same discounted gas-accounts of the *transferring* and *receiving Storage Customer* according to No. 12.1, e.g. a transfer from the discounted gas account THE – UGS Jemgum of the *transferring Storage Customer* to the discounted gas account THE – UGS Jemgum of the *receiving Storage Customer*. An overrun and/ or underrun of the *Storage Level* according to No. 9.6 is not allowed.

The *Storage Customer* has to inform EWE in due time about the planned transfer of *Working Gas*. For a binding transfer of *Working Gas*, a trilateral agreement between the *transferring* and the *receiving Storage Customer* and EWE has to be signed.

The effective date of a transfer of *Working Gas* can be every *Gas Day* (06:00 h) within the contract period. On the effective date the *Storage Level* of the *transferring Storage Customer* will be reduced and the *Storage Level* of the *receiving Storage Customer* will be increased by the agreed amount of *Working Gas*.

The fee for a transfer of *Working Gas* is XX EUR which has to be paid by the *transferring Storage Customer*. No $P_{variable}$ arises for the *receiving Storage Customer* due to a transfer according to No. 4.2.

21. Severability clause

In the event that the provisions of the present *Contract* are or become partly or fully invalid or impracticable, or subsequently lose their validity or practicability, the validity of the remaining provisions of the *Contract* shall not be affected. The invalid or impracticable provisions

shall be deemed replaced by provisions that come as close as possible to the intention of the *Parties*, or the intention the *Parties* would have had they considered this point in terms of the validity and practicability at the time of conclusion of the *Contract*. The same shall apply in the case of a lacuna in the *Contract*.

22. Written form

Amendments of, additions to and the cancellation, of the present *Contract* shall be effective only if in writing. The same shall apply to the amendments of, additions to and the cancellation of the present clause requiring the written form.

23. Applicable law and arbitration tribunal

The present *Contract*, its implementation, and interpretation, are governed by the laws of the Federal Republic of Germany.

The application of the uniform law governing the international purchase of movable objects and the law governing the conclusion of international purchase contracts for movable objects is excluded.

The *Parties* shall use their best endeavours to settle all disputes arising under the present *Contract* in relation to its validity or in connection with the *Contract*, amicably.

Disputes arising under the present *Contract* that cannot be settled amicably as provided herein-above, shall be decided by an arbitration tribunal under the Arbitration Rules of the German Arbitration Institute (Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V.), excluding recourse to the ordinary courts.

The arbitration tribunal shall be composed of three members. One of the members shall chair the tribunal as chairman. The chairman must be qualified to hold judicial office. The Arbitration Tribunal is created by appointment of one of the arbitrators by the prosecuting *Party*, stating the subject matter of the dispute and inviting the other *Party* to appoint the other arbitrator, and by the appointed arbitrators electing the chairman. If one of the *Parties* fails to respond to the invitation to appoint an arbitrator within four weeks, the inviting *Party* may request the President of the Higher Regional Court (Oberlandesgericht) of Oldenburg to propose an arbitrator; the proposal is binding upon the *Parties*. If the arbitrators fail to elect the chairman within four weeks, the President of the Higher Regional Court of Oldenburg shall be requested to propose a chairman; the proposal is binding upon the *Parties*.

The place of arbitration is Oldenburg, the responsible court as defined under Sect. 1062 (I) German Code of Civil Procedure (ZPO) is the Higher Regional Court of Oldenburg. Otherwise, the statutory provisions relating to arbitration proceedings shall apply.

24. Term

The present *Contract* is effectively entered into and concluded between the *Parties* by signing and it ends 1 April YYYY+1, 6.00 h.

In the event that after the end of the *Service Period* obligations that are relevant to the present *Contract* still continue to be effective, the *Parties* shall fulfill them after the end of the present *Contract*.

25. Confidentiality

The *Parties* agree to treat the contents of the present *Contract* and all information received in connection with the implementation of the *Contract* confidentially and not make them accessible to any third party, unless required for due and proper implementation, including the approval of the *Contract* by the *Parties'* supervisory boards, or in connection with financing transactions, and in connection with negotiations about the acquisition of an interest in one of the *Parties* with serious prospective buyers. If information is passed on, such disclosure shall be limited to the extent required to achieve the aforementioned exceptions and said third parties shall commit themselves to maintain the confidentiality of the information received. Each of the *Parties* is entitled to pass on confidential information if it is obliged to do so on the grounds of statutory obligations and official or judicial disclosure orders. Information may be disclosed only to the extent specified in the order and under the condition that the information is marked as confidential. The obligation to maintain confidentiality shall be effective for a period of three years from the end of the present *Contract*.

26. Contact data

Operational:

24/7 storage dispatching

Telephone: +49 (0) 441 36156-203

Fax: +49 (0) 441 36156-349

E-Mail: dispatching-gas@ewe-netz.de

Contractual:

EWE GASSPEICHER GmbH

Telephone: +49 (0) 441 35010-0

Fax: +49 (0) 441 35010-109/209

E-Mail: speicher@ewe.de

Operational:

(Storage Customer]

Telephone:

Fax:

E-Mail:

Contractual:

(Storage Customer]

Telephone:

Fax:

E-Mail:

Oldenburg,

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EWE GASSPEICHER GmbH

(Storage Customer]
