



TERMS OF TENDER
relating to the tender procedure for
hydrogen storage capacities
CHC Huntorf

25 June 2026

1. General information

EWE GASSPEICHER GmbH (“EWE”) is carrying out a call for tenders for hydrogen storage capacities in the underground hydrogen *Storage Facility* CHC Huntorf. The bidding process in the tender procedure begins on **27 July 2026, 09:00 h (LET)** and ends on **29 July 2026, 18:00 h (LET)**.

The Terms of Tender stipulate the applicable terms and conditions and the tender procedure.

Alterations of the tender process at short notice are reserved.

2. Capacities offered for tender

a) Offered capacities

EWE offers firm hydrogen storage capacities in form of the following storage products:

Bundle	Working Gas Capacity [m ³ (V _n)]	Injection Capacity [m ³ (V _n)/h]	Withdrawal Capacity [m ³ (V _n)/h]	Available Bundles
Alpha	11,200,000	24,500	24,500	1
Beta	4,800,000	10,500	10,500	1

b) Service Period

The *Service Period* is the period from the *Day* 01 January 2030 to the end of the *Day* 31 Dezember 2044.

c) Fees

In addition to the *Storage Fee* to be submitted in the bidding form, the following fees shall apply:

- a fixed *Lump Sum Energy*,
- a *Usage-based fee P_{variable}*

These additional fees are not part of the *Storage Fee* but shall apply in accordance with the provisions of the *Contract*.

d) Delivery Point and transport

Delivery Point is the entry/exit point between the hydrogen *Storage Facility* CHC Huntorf and the hydrogen transport network of the adjacent transmission system operator „Gastransport Nord GmbH. “

As transport capacities are not included in the *Storage Service* the *Storage Customer* is responsible for booking hydrogen transport capacities at the *Storage Customer’s* own cost with the respective transmission system operator at the *Delivery Point*.

3. Admission

In order to participate in the tender procedure, each participant must demonstrate compliance with EWE's credit rating criteria. To this effect, the participant shall submit at least one of the following documents in electronic form to speicher@ewe.de no later than the end of the registration phase (**16 July 2026, 18:00 h**):

- rating documents,
- current balance sheets/annual accounts and, if applicable, proof of an existing Profit and Loss Transfer Agreement.

If EWE is not provided with sufficient information to verify the participant's credit rating, EWE is entitled to refuse admission and/or reserves the right to reject the bid(s).

EWE shall inform by no later than **24 July 2026 at 18:00 h** whether or not the participant is admitted to the auction.

4. Procedure, bid submission and allocation of storage capacities

a) Bid submission

Participants may send their bids until **29 July 2026, 18:00 h**, via e-mail to speicher@ewe.de. For submission of bids, the bidding form (see <https://www.ewe-gasspeicher.de/chc-huntorf-storage/>) has to be used.

A bid may only be submitted by a participant duly authorized to act on behalf of the company.

For each bundle, the participant shall submit a bid, expressed in EUR per bundle per *Year* and stated with two (2) places.

Each bundle is offered once only.

The allocation is based on the bid price submitted for the respective bundle. In case of an awarding the bid price shall constitute the *Storage Fee*.

All bids submitted are binding upon the participant, shall remain in effect until **31 July 2026, 24:00 h**, and may not be revoked beforehand.

The participant is responsible for the accuracy and completeness of the data he provides; the bid shall contain all information requested. The incompleteness of information or the submission of a bid that is not conform with the Terms of Tender could lead to its rejection. Furthermore, no additional texts, conditions, or reservations may be included in the bid. Any qualification such as "...the bid price only applies if ..." or similar reservations is not permitted and could lead to the invalidity of the bid.

b) Allocation criteria

Storage capacities will be allocated to participants only if, in EWE's opinion, the bid submitted is in reasonable economic relation to the *Storage Service*. In order to assess the reasonable economic relation, the bid price, the credit rating of the participant and the optimal storage utilisation shall be examined.

c) Notification of the participants

After the end of the tender procedure, EWE will inform the participants **until 31 July 2026, 24:00 h**, in text form (Sect. 126 b BGB) if the storage capacity is allocated or not allocated to them.

d) Allocation and conclusion of contract

By notifying the participant of the allocation of storage capacities a *Contract* is concluded between EWE and the participant, as annexed hereto. The bid submitted by the participant shall become an integral part of the *Contract*.

e) Signing the storage contract

EWE shall send the *Contract* to the participant to whom storage capacities were allocated in the tender procedure, within two weeks from the end of the tender procedure for signing. The participant shall sign the *Contract* sent to him and return it within two weeks. The signature under the *Contract* merely has declaratory effect.

5. Definitions / integral parts

a) Definitions

The Terms of Tender are subject to the definitions of the *Contract* (Annex).

b) Annex

The documents designated hereinbelow are integral parts of the Terms of Tender:

- Storage Contract H₂ Huntorf ("*Contract*")
- Bidding Form H₂ Huntorf
- Registration Form H₂ Huntorf

6. Confidentiality

EWE and the participant shall keep all and any information received in the tender procedure confidential and shall not disclose it to any third party, unless necessary in order to duly and properly carry out the procedure, or if the other *Party* has granted its prior written approval to pass on the information. This obligation shall not apply to the shareholders, partners, boards, and any associated companies of EWE or of the participant (Sect. 15 AktG – German Stock Corporation Act). Furthermore, the obligation to maintain confidentiality shall not apply to information that becomes publicly known without the fault of the party bound to secrecy, or to information that is subject to mandatory disclosure due to statutory obligations, or a judicial or official order.

If and to the extent that information is passed on the third parties, such disclosure of information shall be limited to the necessary extent, and these third parties shall be committed to maintain confidentiality of the information received. In judicial and official proceedings, information may only be disclosed to the extent determined in the order and under the condition that such information is marked as confidential.

The obligation to maintain confidentiality shall continue to be effective for a period of three years from the end of the tender procedure and regardless of whether the participant appears as a bidder in the procedure.

7. Additional legal notes

EWE has exercised the highest degree of care in preparing and drawing up the present Terms of Tender. Nevertheless, EWE, its bodies, advisors, or any other persons, do not guarantee or warrant, expressly or tacitly, the accuracy and completeness of the contents of the Terms of Tender.

Any collaboration between companies, their shareholders, or associated companies, either directly or indirectly, with the aim of influencing the outcome of the tender procedure, is prohibited. Any corresponding collaboration of different companies prior to the tender procedure may entail exclusion from the tender procedure. EWE is entitled to take any measures required to prevent such behavior on the part of the participants.

The Terms of Tender are governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Oldenburg (Oldb.).

In the event that one of the provisions of the Terms of Tender is or becomes invalid or impracticable, the validity of the remaining provisions shall not be affected. Participants and EWE shall rather replace the invalid or impracticable provision by such a valid or practicable provision that comes as close as possible in terms of its economic effect.

8. Inquiries and contact

If you have any questions regarding the Terms of Tender, the tender procedure, or the *Storage Service*, please contact us:

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