

**Appendix D:
 General Terms and Conditions for Storage Facility Access**

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Article 1 **Relation to Basic Agreement on Storage Facility Access**

The General Terms and Conditions for Storage Facility Access shall regulate – in form of Appendix D of the Agreement on Storage Facility Access (Agreement) - general conditions in respect of the contractual relationship between SSO and the Storage Customer. The Agreement and the General Terms and Conditions for Storage Facility Access shall only be valid collectively and in connection with further Appendices referred to within the Agreement. In case of contradictions between the General Terms and Conditions for Storage Facility Access and the Agreement, the regulations of the Agreement shall apply primarily.

Article 2 **Storage ancillary Services**

SSO shall provide in the Booking Periods according to Appendix A and beyond that, if necessary, the storage ancillary services required by the Storage Customer for the Natural Gas Storage Facility access.

These include

- a) the receipt and confirmation of Nominations and Renominations according to Article 6 number 1,
- b) the Allocation of Injections and Withdrawals according to Article 6 number 2,
- c) keeping and providing of Storage Accounts in kWh showing the Working Gas Quantities, injected and withdrawn as well as transferred Natural Gas quantities,
- d) invoicing and invoice control.

Article 3 **Market Area Allocation, Point Of Transfer For Injection and Withdrawal**

1. The Allocation of the Natural Gas Storage Facility to the market area shall be performed by the adjacent Transmission System Operator. The Transmission System Operator shall operate the Point Of Transfer For Injection and Withdrawal. The current data are shown in Appendix E (5). The Take-over and the Delivery of the Natural Gas quantities pursuant to Article 1 of the Agreement shall take place at this Point Of Transfer For Injection and Withdrawal.

2. Injection and Withdrawal at other network points is not possible. In case Storage Customers wish the aforesaid, a detailed request shall be made to SSO and the affected Transmission System Operator. Requests are examined further by SSO in regard to expandability.

Article 4 Gas Quality

The quality of the Natural Gas quantities provided by the Storage Customer at the Point Of Transfer For Injection according to Article 3 and the Natural Gas quantities provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 shall conform to the requirements published by the adjacent Transmission System Operator.

Article 5 Network Connection Agreements

1. If agreements with adjacent Transmission System Operators (network connection agreements) are amended or concluded by SSO due to legal and regulatory requirements, SSO shall adjust this Agreement in accordance with the contents of the network connection agreement or the amendments of the network connection agreement respectively, if and as far as they are relevant for this Agreement.
2. SSO shall promptly notify the Storage Customer of the conclusion or the amendments of the network connection agreements respectively according to number 1 and the components of these agreements that are relevant for this Agreement.

Article 6 Nomination and Allocation

1. The Storage Customer shall be obliged to nominate the quantities to be taken over for injection and the quantities to be provided for Withdrawal by SSO. The provisions hereto are shown in Appendix F.
2. Rules regarding the Allocation of the Natural Gas quantities that are taken over by the Storage Customer every hour at the Point Of Transfer For Injection or that are provided to the Storage Customer every hour at the Point Of Transfer For Withdrawal by SSO are shown in Appendix F.

3. SSO shall collaborate with the adjacent Transmission System Operator in respect of Nominations and Allocations in order to possibly avoid any differences between transport and storage quantities.

Article 7 **Contractually non-compliant Behaviour**

1. If the Storage Customer has stored a Natural Gas quantity in the Natural Gas Storage Facility that exceeds the booked Working Gas Capacity according to Appendix A, after the expiration of a Booking Period according to Appendix A, the following special rule shall apply in respect of this exceeding quantity
 - a) The Storage Customer shall obtain additional Working Gas Capacity for six weeks in the amount of its exceeding quantity inclusive Withdrawal Rate until the ratio of Working Gas Capacity to Withdrawal Rate is reached before the expiration of the Booking Period. This Withdrawal Rate may be interrupted when used by regular Storage Customers of SSO. For this additional Working Gas Capacity inclusive Withdrawal Rate the Storage Customer shall pay a fee to SSO in the amount of two regular monthly fees.
 - b) If and to the extent free Storage Capacity is available in the affected year, the Storage Customer shall be entitled to transform this additional Working Gas Capacity within the six weeks into regular Storage Capacity for the current Storage Year. This capacity shall be equivalent to contracted Storage Capacity and will be included in Appendix A. Additional monthly fees that have been paid already will be credited against this.
 - c) If the Storage Customer makes no use of the transformation possibility or the transformation is not possible due to the lack of free Storage Capacity and the Storage Customer's Natural Gas quantity still exceeds the booked Working Gas Capacity after six weeks, the ownership in these exceeding Natural Gas quantities is transferred to SSO. These Natural Gas quantities will be acquired from the Storage Customer at the Reference Purchase Price.
2. If the Storage Customer has requested Natural Gas quantities for Withdrawal and has received quantities by SSO that exceed the available Working Gas Quantity of the Storage Customer, the corresponding missing quantities shall be invoiced with the Reference Sales Price.

3. SSO reserves the right of implementing rules relating to the failure to comply with possible Utilisation Requirements according to Appendix E (4).
4. If and as long as the Natural Gas provided by the Storage Customer at the Point Of Transfer For Injection according to Article 3 number 1 does not correspond to the requirements for an Injection (gas quality according to Article 4, pressure ratio, Nomination pursuant to concluded Injection Rate), SSO shall be entitled to refuse the take-over of this Natural Gas in whole or in part. In this case the Storage Customer will immediately reduce the Natural Gas provided at the Point Of Transfer For Injection accordingly. All rights held by the Contractual Partners shall remain unaffected.
5. If and as long as the Natural Gas provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 number 1 does not correspond to the requirements for a Withdrawal (gas quality according to Article 4, pressure ratio, Nomination pursuant to concluded Withdrawal Rate), the Storage Customer shall be entitled to refuse the takeover of this Natural Gas in whole or in part. In this case SSO will immediately reduce the Natural Gas provided at the Point Of Transfer For Withdrawal accordingly. All rights held by the Contractual Partners shall remain unaffected.
6. If and as long as the Natural Gas quantities provided by SSO at the Point Of Transfer For Withdrawal according to Article 3 number 1 and taken over simultaneously and with an equivalent thermal value by the Storage Customer, are not or not completely taken over by the adjacent Transmission System Operator, SSO shall be entitled to reduce the withdrawal and the provision of Natural Gas quantities at the corresponding Point Of Transfer For Withdrawal accordingly. SSO shall endeavour to provide the Natural Gas quantities to the Storage Customer in that way that the adjacent transmission operator is basically able to take delivery.
7. If due to contractually non-compliant behaviour of the Storage Customer - based on reasonable and prudent judgement - not insignificant interferences of the Natural Gas Storage Facilities, the safety of the Natural Gas Storage Facility operation, the rights of third parties or the security of gas supply are to be expected, SSO shall be entitled to reduce or shut down the Natural Gas Storage Facility access insofar, as this eliminates the abnormal condition. Moreover, SSO may request the establishment of technical measures that ensure the compliance with the Contractual rules at the expense of the Storage Customer.

Article 8

Operation and Maintenance

1. SSO shall be entitled to interrupt or restrict the operation of the Natural Gas Storage Facility due to technical faults of the Natural Gas storage according to sentence 3 (faults) or for carrying out maintenance measures as well as measures for new construction, changes and expansion operations (measures) of the Natural Gas Storage Facilities. SSO shall be entitled to restrict the agreed Storage Capacities pursuant to Appendix A accordingly and shall insofar be released from its contractual obligations. A technical fault of the Natural Gas storage is a non-planned interruption or another non-planned irregularity of Natural Gas storage or a non-planned interruption or another non-planned irregularity in the Take-over or Delivery of gas for Injection or Withdrawal. SSO shall endeavour to limit measures pursuant to sentence 1 provided that a possibly high availability of the booked Storage Capacities is maintained for the Storage Customer to a necessary degree. Restrictions caused by faults or measures will be allocated to the Storage Customers at the ratio of the provided Storage Capacities.
2. In case the agreed Storage Capacities pursuant to Appendix A are restricted for a period of more than 14 Days per Storage Year due to technical defaults or measures according to number 1, the Storage Customer shall be discharged from its payment obligations insofar starting for each interruption from Day 15 on a daily basis. For Booking Periods of less than a year the provisions shall apply accordingly.
3. SSO shall publish for the Storage Customer on its internet page the nature and extent of the in the following six months according to number 1 planned measures on a monthly basis that lead to a restriction of the agreed Storage Capacities pursuant to Appendix A. The contents of the publication according to sentence 1 shall be binding for the first two of these six months; changes to this binding plan for the first two of the six months may only be carried out after consultation with the Storage Customer. In the case of technical faults according to number 1 SSO shall publish these without delay.
4. Following an interruption or restriction of the storage operation the resumption of the storage operation shall be carried out if necessary in stages, in consideration of operational and supply-related circumstances. SSO will inform about the resumption of the agreed Storage Capacities according to Appendix A without delay.

Article 9

Billing and Payment

1. The fees according to Appendix A will be invoiced on a monthly basis by the 5th calendar day of the booked Storage Capacity month. Annual fees are equally divided into the twelve booked Storage Capacity months, fees for booked Storage Capacities during the Storage Year are equally divided into the concerned booked Storage Capacity months. A final invoice shall be rendered at the end of the Booking Period or at the end of each Storage Year with booked Storage Capacity at the latest in accordance with Appendix A.
2. The amounts payable by the Storage Customer referred to in Article 7 will be invoiced as soon as the relevant information for billing the Storage Customer is provided. The amounts payable by SSO as referred to in Article 7 will be carried out as soon as the relevant information is provided.
3. Invoicing of the amounts refundable by SSO as referred to in Article 8 number 2 will be settled in the final invoice according to number 1 sentence 3.
4. All fees, compensations and refunds are exclusive of any applicable Value Added Tax and Value Added Tax shall be paid by the Storage Customer where payable in respect of any such amount. This shall also apply to the commercial compensation according to Article 7 number 1 letter c) and Article 7 number 2. All invoices will be issued in accordance with the regulations determined in Articles 14 ff. of the German Value Added Tax law [Umsatzsteuergesetz]. The same shall apply to credit notes.
5. All fees, compensations and refunds are calculated without any rounding and rounded off to two decimal places.
6. The Storage Customer shall pay the invoiced amounts by the 20th calendar day of the booked storage month at the latest. The payments are to be transferred into the bank account given on the invoice. In case the due date for payment is a Sunday or a Monday bank holiday the payment shall be made on the following Banking Day. In case the due date for payment falls on a Saturday or on another bank holiday the payment shall be made on the previous Banking Day.
7. Payments are made in due time if the respective amounts have been credited within the relevant period as referred to in number 5.

8. In case a date of payment is not met, SSO shall be entitled without further notice notwithstanding further requests, to charge default interest in accordance with Article 288 of the German Civil Code [Bürgerliches Gesetzbuch].
9. Objections to invoices shall promptly be raised after detection. Objections to invoices shall not entitle – as far as no obvious errors (e.g. miscalculations) are concerned – to postponement, reduction or refusal of payment. Legitimate objections shall grant a claim for reimbursement.
10. Both Contractual Partners may only set off claims against those of the other Contractual Partner or assert a right of retention as far as its claims are undisputed or have been confirmed by a court judgement.

Article 10 Securities

1. SSO shall be entitled to claim securities for contractually provided storage fees and taxes in the form of an unconditional, irrevocable and directly liable bond from a bank that has a rating of “A” according to Standard & Poor’s or a comparable rating of another accepted rating agency (e.g. Moody’s). Instead of a security bond SSO shall be entitled to claim a security of the same financial value. The bond shall include the waiving of the defenses of failure to pursue legal remedies, voidability and set-off in so far as such does concern a counter-claim that is disputed or not bindingly established in court.
2. The amount of the security to be provided shall be the product of the monthly amount of the storage fee according to Article 9 number 1 sentence 2 and the “security factor”. The security factor results from the creditworthiness rating (SSO index) in connection with the equity shown on the balance sheet of the Storage Customer.

The SSO index shall be determined as follows:

Standard & Poor's	Moody's	Fitch Ratings	S&P Capital IQ	Bisnode (D&B Risik-	NAFTA Index
AAA AA+ AA AA-	Aaa Aa1 Aa2 Aa3	AAA AA+ AA AA-	AAA AA+ AA AA-	1	0
A+ A A-	A1 A2 A3	A+ A A-	A+ A A-	2+	1
BBB+ BBB BBB-	Baa1 Baa2 Baa3	BBB+ BBB BBB-	BBB+ BBB BBB-	2-	2
BB+ BB BB-	Ba1 Ba2 Ba3	BB+ BB BB-	BB+ BB BB-	3+	3
B+ B B-	B1 B2 B3	B+ B B-	B+ B B-	3-	4
less than B-	less than B3	less than B-	less than B-	4	5

The lowest rating or the lowest indicator will be used respectively in order to determine the creditworthiness. Alternatively, it may be referred to the creditworthiness of the parent company, in case a controlling and profit transfer agreement exists or an acceptable bond will be provided by the parent company for SSO.

The security factor shall be determined as follows:

Equity in million Euro	less than 100	100 to 249	250 to 2.500	more than 2,500
NAFTA				
0	1	0	0	0
1	1	0	0	0
2	2	1	0	0
3	3	3	3	3
4	3	3	3	3
5	3	3	3	3

If no external rating of the Storage Customer at Standard & Poor's, Moody's or Fitch Ratings exists, the Storage Customer shall be obliged to provide its last two certified annual statements and other necessary documents and information for determining the creditworthiness.

3. The creditworthiness determining procedure may be repeated at any time during the contract term. The Storage Customer shall be obliged, by request of SSO, to provide the most updated version of the certified annual statements as well as other necessary documents and information. In the event of deterioration in creditworthiness during the contract term the Storage Customer shall be obliged to provide securities or to adjust the provided securities according to number 1 and 2. In case the creditworthiness of the Storage Customer improves during the contract term, SSO shall be obliged to release securities to the respective extent.
4. The Storage Customer shall be obliged to transfer the security ten working days before the start of the Booking Period or in the event of deterioration in creditworthiness during the contract term within ten working days after written request to SSO. The security may be provided unlimited or limited in time. In the latter case the security shall end no earlier than two months after the end of the Booking Period. After the final transaction in regard to booked Storage Capacity the security deposit will be returned by SSO to the Storage Customer.
5. In case the Storage Customer has not provided the required security deposit at the beginning of the Booking Period according to Appendix A or has not increased the security deposit after a deterioration in creditworthiness during the Booking Period according to Appendix A, SSO shall be obliged to terminate this Agreement pursuant to Article 20 with immediate effect.

Article 11

Force Majeure

1. A Contractual Partner shall be released from carrying out its obligations resulting from this Agreement for so long as and to the extent that he is prevented from carrying out any of its obligations or fulfilment is unbearable as a result of force majeure, of governmental or court measures or of other circumstances that are not caused by him. The corresponding obligations of the other Contractual Partner shall not apply accordingly.
2. Force majeure means any event which is beyond the control of the affected Contractual Partner that could not have been avoided by steps which might be reasonably expected to have been taken by a Contractual Partner, e.g. natural catastrophes, war, cases of emergency, etc. Lockout and strike shall also be included.
3. The Storage Customer shall be released from its obligation to pay the fees for as long as and to the extent that SSO asserts one of the impediments to service performance as mentioned in number 1.
4. The Contractual Partner affected by force majeure, governmental or court measures or other circumstances according to number 1 shall immediately and fully inform the other Contractual Partner of the disruption. This Contractual Partner shall resolve the interruption as soon as reasonably practicable through all available means.

Article 12

Liability

1. The Contractual Partners shall be liable to each other for physical damage as far as this damage is caused by the Contractual Partner, its statutory representative or vicarious agent acting with wrongful intent or with negligence.
2. For financial loss and/or property damage resulting from disruptions of gas storage service according to Article 8 number 1 sentence 3 shall a Contractual Partner only be liable if they are caused by the Contractual Partner, its statutory representative or vicarious agent acting with wrongful intent or with gross negligence or if a culpable violation of essential contract obligations (cardinal obligations) of this Contractual Partner is given.
3. The liability of the Contractual Partner according to number 2 in respect of property damages caused with gross negligence shall be limited to 1 (in words: one) million euro damaging event subject to number 4. The Contractual Partner's liability according to number 2 for

financial losses caused with gross negligence shall be limited to € 250,000 (in words: euro two hundred and fifty thousand).

4. In case the sum of singular damages according to number 3 in respect of all storage customers of SSO per damage event exceeds the maximum limit of 5 (in words: five) million euro, the compensation for damages of the Storage Customer shall be reduced in the proportion of the sum of compensation claims of all storage customer to the maximum amount of SSO.
5. Compensation claims that are based on gross negligence shall be time barred after the expiry of one year from the date on which the Contractual Partner has gained knowledge of the damage and of the circumstances justifying the claim, at the latest three years after the occurrence of the damaging event.
6. The provisions mentioned in number 1 to 5 shall apply for the personal liability of the Contractual Partners' legal representatives as well as the liability of the vicarious agents accordingly.
7. A damage to a third party caused by a Contractual Partner, its legal representative or its vicarious agent, this Contractual Partner shall indemnify the other Contractual Partner against all corresponding compensation claims made against or suffered by the other Contractual Partner to the extent that Contractual Partner causing the damage would have to be liable to the other Contractual Partner pursuant to number 1 to 6.
8. As far as SSO may not be able to take over the Natural Gas that is not supplied in accordance with the Agreement at a Point Of Transfer For Injection according to Article 3 number 1 from the Storage Customer, due to the fact that the pressure ratios at this Point Of Transfer For Injection pose an obstacle to a take-over, the liability of SSO for any damages resulting from this for the Storage Customer shall be excluded. As far as the Storage Customer may not be able to take over the Natural Gas provided by SSO at a Point Of Transfer For Withdrawal, due to the fact that the pressure ratios are opposed by a take-over at this Point Of Transfer For Withdrawal, the liability of SSO for any damages resulting from this for the Storage Customer shall be excluded.
9. The Storage Customer shall be obliged to contractually agree with its customers that limitations to liability in its favour shall also apply in favour of SSO.

Article 13 Insurance

1. The Storage Customer shall provide for the term of this Agreement all legally required insurances, including an all-embracing third party liability / environmental liability insurance [Haftpflicht-/ Umwelthaftpflichtversicherung] at its own expense. The insurance coverage includes inter alia damages to persons, to property or environmental damage with a minimum insurance sum of 10 (in words: ten) million euro.
2. On demand of SSO the Storage Customer shall be obliged to prove the existence of the aforementioned insurances and deliver the relevant documents to SSO. Any deficits and excesses regarding the insurance cover shall be borne by the Storage Customer. Within the liability insurances of the Storage Customer a corresponding waiver of subrogation in favour of SSO shall be agreed upon. In case the Storage Customer may not be able to provide the aforementioned insurance proofs within one calendar month after request, SSO shall be entitled to terminate this Agreement with immediate effect pursuant to Article 20.

Article 14 Revocation of Storage Capacities

1. SSO shall be permitted to revoke Storage Capacities that are provided to the Storage Customer according to Appendix A in whole or in part and offer it to a third party, to the extent and in so far the following preconditions are satisfied cumulatively
 - a) A binding enquiry of a third party regarding firm capacities is obtained;
 - b) No or not sufficient firm capacities within the Natural Gas Storage Facility are available to the third party in respect of the requested period of time;
 - c) The Storage Customer has not used in whole or in part according to number 2 the capacities that are bindingly requested by a third party and are not available in the Natural Gas Storage Facility, in a period of 12 months that shall include an entire Storage Year, before obtaining the enquiry of the third party;
 - d) The Storage Customer has not objected to the valid revocation notice with undue delay or has not given reasons for the objection that are compliant with the requirements in number 4.
2. An entire or part disuse of firm capacities requested by the third party and not available within the Natural Gas Storage Facility is given if and to the extent if the following preconditions are satisfied cumulatively

- a) Storage Customer has not filled the booked provided Working Gas Capacity during the period defined under number 1 letter c) at least once to the maximum;
- b) Storage Customer has not nominated the booked Injection and Withdrawal Rate during the period defined under number 1 letter c) at least once to the maximum;
- c) The disuse according to number 2 letter a) and 2 letter b) is demonstrably not customary in the particular market. It shall be proved by SSO that the case of non market customariness is given.

For the examination of the criteria according to number 2 letter a) and letter c) only those capacities shall be considered that were at least booked during the whole period under consideration according to number 1 letter c).

In case the binding enquiry according to number 1 letter a) only relates to one capacity component pursuant to Article 1 number 2 of the Agreement or in case only one of the requested capacity components pursuant to number 1 letter b) is not or not sufficiently available, the examination of disuse relate solely to these capacity components, as far as the Storage Customer has acquired unbundled capacity components.

Disuse in the aforementioned sense shall not be given if and in so far the usage was not possible for the Storage Customer due to technical restrictions according to Appendix E and/or due to the unavailability of the booked capacities pursuant to the rules set out in Article 8.

- 3. SSO shall inform the Storage Customer about the upcoming capacity revocation and the existence of the prerequisites specified in number 1 and 2 in writing, at least 2 months before the start of the revocation and state the beginning, the duration and the extent of the capacity revocation. The extent of the capacity revocation is determined as follows
 - a) The maximum limit to be revoked shall be the capacity that has been bindingly requested by the third party as far as this capacity according to number 2 was not used by the Storage Customer.
 - b) The maximum period for revocation shall be one Storage Year.
 - c) If the binding request according to number 1 letter a) exceeds the disclosed (according to number 3 sentence 1) capacity revocation (according to number 3 letter a)), SSO may forward the anonymised data of the request to the Storage Customer and enquire a voluntary release of the remaining capacities.

An existing or a secondary marketing through the Storage Customer that is at the time of the binding request according to number 1 letter a) in concrete negotiations, shall have priority to a revocation.

4. The Storage Customer shall have the right to file an objection by written notice to the upcoming revocation within a time period of ten working days after the receipt of SSO's written notice according to number 3. Reasons for the objection shall be given and a justified interest in using the capacities shall be demonstrated.
5. SSO will inform the Storage Customer by written notice about the decision regarding the objection. The notice shall be made within five working days after the receipt of the objection at SSO at the latest and shall justify the decision accordingly.
6. As soon as the capacity revocation becomes effective, the Storage Customer shall lose all rights regarding the revoked capacities for the period of the capacity revocation. The Storage Customer shall be released from paying the respective fees in regard to the revoked capacities for the period of the capacity revocation.

Article 15

Transfer of Working Gas Amounts, Performance through Third Parties, Surrender of Use and Secondary Trading

1. The Storage Customer shall be entitled to transfer Working Gas Quantities to a third party provided that this party has respective Storage Capacities at its disposal and agrees to a transfer. For this purpose, the Storage Customer and the respective third party shall inform SSO about the requested transfer. SSO shall transfer the respective Working Gas Quantity via adjusting the Storage Account after examining the booked Storage Capacities and the Working Gas Quantities respectively.
2. The Contractual Partners are entitled to have a reliable and suitable third party carrying out the performance of contractual duties in whole or in part. Insofar Article 267 of the German Civil Code [Bürgerliches Gesetzbuch] applies.
3. The Storage Customer is entitled to allow a reliable and suitable third party to use the agreed Storage Capacities according to Appendix A in whole or in part. The Storage Customer shall remain entirely eligible and obligated to SSO.
4. The Storage Customer shall be entitled to sell the agreed Storage Capacities according to Appendix A to a third party. This may happen for instance bilaterally or via the trading platform Store-x. The provisions of Article 16 shall apply accordingly.

Article 16

Legal Succession

1. The Contractual Partner shall be entitled, with the consent of the other Contractual Partner, to assign the entire contractual relationship or singular contracted Storage Capacities according to Appendix A, consisting of Working Gas Capacity, Injection and Withdrawal Rate, with the associated rights and obligations arising from this Agreement to a third party. Consent shall be granted if the third party is reliable and creditworthy, the requirements of number 2 are met and if he accepts as mandatory all duties of the transferring Contractual Partner for himself in respect of the other Contractual Partner.
2. Requirements pursuant to number 1 sentence 2 are
 - a) The third party has sufficient creditworthiness or provides an appropriate security deposit according to Article 10 on request.
 - b) The third party submits proof of a third party liability insurance [Haftpflichtversicherung] according to Article 13.
 - c) The third party shall possess all required legal permissions and it shall not be interdicted by an official or governmental decision to supply third parties with Natural Gas or store Natural Gas respectively.
3. The consent shall be granted or rejected within an appropriate time-limit and within not more than two weeks after receipt of request for approval and of provision of the demanded proof pursuant to number 2.
4. In the case of a transfer to an affiliated company in terms of Articles 15 ff. of the German Stock Corporation Act [Aktiengesetz] prior consent shall be required.
5. In the case of a transfer to an affiliated company according to number 4, the affected Contractual Partner shall promptly forward all information to the other Contractual Partner that enables an assessment of the reliability and creditworthiness as well as the requirements according to number 2.

Article 17

Confidentiality

1. Both Contractual Partners shall be obliged to treat in confidence any operational or business related procedures and project related data which are/were obtained in relation to the performance of this Agreement from the other Contractual Partner. Confidential

treatment means that the information received from the other Contractual Partner shall not be made accessible to third parties without the prior written consent of the Contractual Partner who has given the information and that this information may not be used commercially for third parties. The Contractual Partners shall not be authorised to use the received information for another purpose than the purpose of performing this Agreement. A corresponding obligation shall apply to persons used by them in order to perform the obligations resulting from this Agreement.

2. Any necessary disclosure to fiscal or legal advisers and disclosure of the necessary technical particulars to subcontractors is permissible without special written authority of the information giver when the disclosure of information is limited to the scope necessary for the performance of this Agreement and the information recipients their part undertake to treat the information in strict confidence or have professional duty of secrecy by law.
3. The duty of secrecy does not apply to information which is already known to the information recipient at the time of disclosure without a duty of secrecy or which was already publicly accessible at the time of disclosure or – through no fault of the information recipient – was made publicly accessible subsequently.
4. Without prejudice to the aforesaid provisions each Contractual Partner shall be entitled to meet its duties of disclosure which are based on legal and statutory provisions also in respect of information that was provided to him. The other Contractual Partner must be advised about this matter accordingly.
5. The duty of confidentiality shall exist during the contract term and additionally for a period of five years beyond the end of this Agreement.
6. Aggregated information on the use of the entire Natural Gas Storage Facility shall be excluded from the confidentiality clause. This information may directly or indirectly be published by SSO.

Article 18 **Loyalty Clause**

1. The Contractual Partners shall agree that at the time of the conclusion of the contractual relationship not all matters regarding actual and legal aspects could have been

anticipated and regulated conclusively that could result from the current and future technical and economic development, from legal changes, from regulatory measures or from other circumstances essential for this Agreement.

2. If the aforementioned technical, economic, organisational or legal preconditions, under which the Agreement is agreed upon, are changed fundamentally, each Contractual Partner may demand, that this Agreement is amended and/or altered accordingly by maintaining the economic synallagma and/or that this Agreement is transferred into an agreement that meet the requirements of these changes.
3. In case an agreement in regard to the adjustment of the terms of the Agreement cannot be reached within three months, each Contractual Partner may take legal action pursuant to Article 19. The right to the new terms of the Agreement shall exist from the date on which the demanding Contractual Partner firstly claims under reference to the changed circumstances the new terms of the Agreement from the other Contractual Partner.

Article 19 **Settlement of Disputes and Governing Law**

1. The Contractual Partners shall endeavour to settle disputes concerning the interpretation of this Agreement or disputes that are related to the execution of the Agreement through negotiation. Should negotiations fail, all disputes in relation to this Agreement concluded between the Contractual Partners shall be settled finally and without recourse to legal action by an arbitration panel through arbitration award duly applying the provisions hereinafter.
2. The arbitration panel consists of three arbitrators, one of whom acts as chairman. The chairman must be qualified to be a judge.
3. The arbitration panel is constituted by the Contractual Partner who seeks the arbitration designating the matter in dispute and nominating one arbitrator and inviting the other Contractual Partner in writing to nominate the other arbitrator and by the nominated arbitrators then selecting the chairman. If the other Contractual Partner fails to comply with the order to nominate an arbitrator within four weeks or if the arbitrators do not select their chairman within four weeks from the second arbitrator being nominated, either Contractual Partners may apply to the President of the Higher Regional Court

[Oberlandesgericht] Celle to propose the second arbitrator or chairman respectively; the proposal is binding upon the Contractual Partners.

4. The place of the arbitration proceedings is Celle.
5. The competent court for the purposes of Article 1062 paragraph 1 of the Code of Civil Procedure [Zivilprozessordnung] is the Higher Regional Court [Oberlandesgericht] Celle.
6. Otherwise Articles 1025 to 1065 of the Code of Civil Procedure [Zivilprozessordnung] shall govern the arbitration proceedings.
7. The basis of the arbitration proceedings shall be the German wording of the Agreement, also in case the English version of the Agreement is concluded.
8. The Agreement, its interpretation as well as its execution shall be governed by the laws of Germany. Intergovernmental agreements – as far as legally allowed - shall not apply even if they are transposed into German law.

Article 20 **Termination**

1. Either Contractual Partner may terminate the contractual relationship ordinarily if the following preconditions are met
 - a) All Booking Periods according to Appendix A have ended and
 - b) Ongoing obligations (especially billing, payment of fees, final invoice at the end of the year, settlement of Working Gas Quantities, return of security deposits) are carried out.

If this agreement is terminated before the preconditions according to letter a) and letter b) are met, the termination shall not be effective before all preconditions have not been fulfilled yet.

2. The Contractual relationship may be terminated for good cause with immediate effect by each Contractual Partner. Good cause shall include, but be not limited to the cases where

- a) a Contractual Partner breaches essential provisions of this Agreement repeatedly and in spite of prior written warning are breached by the other Contractual Partner again;
 - b) an admissible petition for opening insolvency proceedings against the assets of the other Contractual Partner pursuant to Articles 13 ff. of the Insolvency Act [Insolvenzordnung] have been filed or a petition for opening insolvency proceedings has been rejected by reason of insufficient assets according to Article 26 of the Insolvency Act [Insolvenzordnung] or the institution of security measures according to Article 21 of the Insolvency Act [Insolvenzordnung] against the assets of the other Contractual Partner. The affected Contractual Partner shall advise the other Contractual Partner on this matter without delay.
3. SSO may terminate the Agreement extraordinarily with immediate effect if the Storage Customer
- a) does not comply with its obligation to pay in respect of this Agreement, there is no security for the outstanding amount and the outstanding amount has not been paid to SSO into the given bank account within fourteen working days after receipt of a written payment request.
 - b) the required security deposit according to Article 10 has not been provided or
 - c) the proof of an existing and appropriate indemnity insurance policy according to Article 13 is not provided immediately.

In case of an extraordinary termination SSO will give the Storage Customer the opportunity to withdraw its Natural Gas quantities that are stored in the Natural Gas Storage Facility within a period of maximum six calendar weeks after termination of the Agreement in accordance with the regulations of this Agreement through SSO. After the expiration of this time limit given insofar Article 7 number 1 letter c) shall apply.