

CONDITIONS FOR PROVISION OF STORAGE SERVICES BY NAFTA SPEICHER INZENHAM GMBH

In accordance with the General Terms and Conditions setting out commercial terms and conditions for access to and use of the Storage Facility operated by NAFTA Speicher Inzenham GmbH (hereinafter referred to as the “**General Terms and Conditions**”), NAFTA Speicher Inzenham GmbH as a Storage Facility Operator hereby sets out the conditions for the provision of the Storage Services in addition to those set out in the General Terms and Conditions, the Technical Conditions and/or the Operational Manual:

1 STORAGE CAPACITY

- (a) Flexible Storage Capacity**
- (b) Seasonal Storage Capacity**
- (c) Storage Capacity with Compulsory Flows**
- (d) Storage Capacity with Adjustable Compulsory Flows**

Further conditions for provision of these services shall be agreed directly in the Gas Storage Agreement.

2 STRUCTURED SERVICES

- (a) Inverse Storage**
- (b) Option on Storage Service**

Further conditions for provision of these services shall be agreed directly in the Gas Storage Agreement.

3 INDIVIDUAL SERVICES

The SSO provides the following Individual Services depending on its technical and operational possibilities:

- (a) Additional Working Volume**
- (b) Additional Injection Rate and Additional Withdrawal Rate**
- (c) Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate**
- (d) Within-Day Injection Rate and Within-Day Withdrawal Rate**

Individual Services can only be provided in relation to a valid Gas Storage Agreement and for a price in accordance with the Gas Storage Agreement and/or the Price List.

The Customer has the right to apply for the allocation of an Individual Service by means of an Application (online form) published on the Website in the Customer Domain or by a Nomination/Renomination as set out below.

The allocation of an Individual Service is subject to a prior consent of the SSO and to the fulfillment of the conditions set out in the General Terms and Conditions and/or the Technical Conditions and/or the Operational Manual and/or this document.

The SSO shall have the right to refuse an Application or a Nomination/Renomination of an Individual Service, in particular if such a request is not in accordance with the valid and effective General Terms and Conditions and/or the Technical Conditions and/or the Operational Manual and/or is not technically feasible and/or if its realization would grant the recipient of the Service an undue advantage beyond the rights originally established in the Gas Storage Agreement and/or if the Customer is in delay with the fulfilment of his obligations and/or if the conditions in accordance with the Gas Storage Agreement are not fulfilled.

(a) Additional Working Volume

Under the Additional Working Volume service, the Customer may use additional Working Volume on top of the already contracted Working Volume agreed in the Gas Storage Agreement.

The Customer may request additional Working Volume for one or more Gas Days within the contracted Storage Period.

The Customer has the right to request the allocation of this service usually no later than two (2) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the additional Working Volume.

Upon approval of the Application by the SSO by email, this service shall be deemed allocated.

By allocation of this service, neither the initial value of the maximum daily Injection Rate/Withdrawal Rate nor the shape of the Injection Curve/Withdrawal Curve depending on the Storage Account fullness percentage as defined in the Gas Storage Agreement shall change. The additional Working Volume will also be taken into account for the calculation of the Storage Account fullness percentage. For the purpose of calculation of the Variable Storage Fee, the initially contracted amount of Working Volume shall be used.

If this service is allocated as interruptible, its interruption shall result in the Customer's obligation not to store Gas and/or to withdraw the stored Gas in accordance with the SSO's notice to the extent of the interruption.

If the additional Working Volume has been agreed for a period shorter than the term of the Gas Storage Agreement, then, after the expiry of that period, the Customer may only use the originally agreed Working Volume as specified in the Gas Storage Agreement and the right to use the additional Working Volume allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this service.

(b) Additional Injection Rate and Additional Withdrawal Rate

Under the Additional Injection Rate/Additional Withdrawal Rate service, the Customer may use additional Injection Rate/Withdrawal Rate on top of the already contracted Injection Rate/Withdrawal Rate agreed in the Gas Storage Agreement.

The Customer may request additional Injection Rate/Withdrawal Rate for one or more Gas Days within the contracted Storage Period.

The Customer shall have the right to request the allocation of this service usually no later than two (2) Business Days prior to the commencement of the period for which the Customer is requesting the right to use the additional Injection Rate/Withdrawal Rate.

Upon approval of the Application by the SSO by email, this service shall be deemed allocated.

After the allocation of this service the SSO shall update the original Injection Curve/Withdrawal Curve.

If the additional Injection Rate/Withdrawal Rate has been agreed for a period shorter than the term of the Gas Storage Agreement, then, after the expiry of that period, the Customer may only use the originally agreed Injection Rate/Withdrawal Rate as specified in the Gas Storage

Agreement and the right to use the additional Injection Rate/Withdrawal Rate allocated pursuant to this point shall cease. This is without prejudice to the Customer's right to re-apply for the allocation of this service.

(c) Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate

The SSO shall offer Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate subject to the Nominations/Renominations of other Customers and the technical capability of the Storage Facility.

In the event that the Customer renominates the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to a lower level than already allocated, the Customer's obligation to pay for the highest allocated Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate shall remain unchanged; thus, the SSO shall invoice the Customer the price for the highest allocated rate.

In the event that the SSO interrupts or restricts the use of the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to a lower level after a Nomination/Renomination has been approved, the Customer shall be obligated to pay only for the uninterrupted part of the rate; thus, the SSO shall invoice the Customer only the price for the uninterrupted rate.

The Operational Manual setting out operational conditions for access to and use of the storage facility of NAFTA Speicher Inzenham GmbH contains further details and conditions for provision of this service.

(d) Within-Day Injection Rate and Within-Day Withdrawal Rate

The SSO shall offer Within-Day Injection Rate/Within-Day Withdrawal Rate subject to the Nominations/Renominations of other Customers and the technical capability of the Storage Facility.

In the event that the Customer renominates the Within-Day Injection Rate/Within-Day Withdrawal Rate to a lower level than already allocated, the Customer's obligation to pay for the highest allocated Within-Day Injection Rate/Within-Day Withdrawal Rate shall remain unchanged; thus, the SSO shall invoice the Customer the price for the highest allocated rate.

In the event that the SSO interrupts or restricts the use of the Within-Day Injection Rate/Within-Day Withdrawal Rate to a lower level after a Renomination has been approved, the Customer shall be obliged to pay only for the uninterrupted part of the rate; thus, the SSO shall invoice the Customer only the price for the uninterrupted rate.

The Operational Manual setting out operational conditions for access to and use of the storage facility of NAFTA Speicher Inzenham GmbH contains further details and conditions for provision of this service.

4 SECONDARY TRADING SERVICES

The SSO provides the following Secondary Trading Services depending on its technical and operational possibilities:

- (a) Transfer of Gas in the Storage Facility**
- (b) Transfer of Capacity Rights**
- (c) Assignment of Gas Storage Agreement or a part thereof**

Secondary Trading Services can only be provided in relation to a valid Gas Storage Agreement and for a price in accordance with the Gas Storage Agreement and/or the Price List.

The Customer has the right to apply for the allocation of a Secondary Trading Service by means of an Application (online form) published on the Website under the Customer Domain section.

Allocation of a Secondary Trading Service is subject to a prior consent of the SSO. The SSO shall decide on the allocation of the Secondary Trading Service without undue delay after receipt of the Application.

The SSO shall have the right to refuse an Application for allocation of a Secondary Trading Service, in particular if such a request is not in accordance with the valid and effective General Terms and Conditions and/or the Technical Conditions and/or the Operational Manual and/or is not technically feasible and/or causes a change in the original ratio of the technical parameters of the Storage Service and/or if its realization would grant the recipient of the Service an undue advantage beyond the rights originally established in the Gas Storage Agreement and/or if the Customer is in delay with the fulfilment of his obligations and/or if other additional conditions in accordance with the Gas Storage Agreement are not fulfilled.

(a) Transfer of Gas in the Storage Facility

The Customer shall have the right to request the allocation of this service usually no later than three (3) Business Days prior to the requested date of the transfer. If the subject of the Transfer of Gas in the Storage Facility service is the transfer of Gas from the Storage Account of one Customer to the Storage Account of another Customer, an Application for the allocation of this service must be submitted by both Customers.

On the requested date of the transfer, the Customer, whose Storage Account the Gas is being transferred from (the transferring Customer), must have at least such a quantity of Gas in his Storage Account that equals the quantity of Gas being transferred. Upon the transfer, the quantity of the transferred Gas is debited from the Storage Account of the transferring Customer as withdrawn Gas.

On the requested date of the transfer, the Customer, whose Storage Account the Gas is being transferred to (the receiving Customer), must have at least such a Working Volume available in his respective Storage Account that equals the quantity of the transferred Gas. Upon the transfer, the transferred Gas is credited to the respective Storage Account of the receiving Customer as injected Gas.

Upon approval of the Application by the SSO by email, for both the transferring and the receiving Customer, the Transfer of Gas in the Storage Facility service shall be deemed allocated, provided that on the requested date of the transfer, the transferring Customer shall have the transferred quantity of Gas in his relevant Storage Account and the receiving Customer shall have the corresponding amount of available Working Volume in his relevant Storage Account. In the event that the transferring and/or the receiving Customer fails to comply at all or in part with the condition pursuant to the preceding sentence, the SSO shall not provide this service, whereas this shall not be deemed a breach of SSO's obligation, and the SSO shall not invoice any price in this respect.

Both the transferring and the receiving Customer acknowledge that the SSO will not reject the Customer's Nomination/Renomination for withdrawal/injection of Gas from/into the Storage Facility in the time between the Application is approved by the SSO and the execution of the transfer, even if such withdrawal reduces the amount of the stored Gas in the relevant Storage Account of the transferring Customer below the amount required to execute the approved Transfer of Gas in the Storage Facility and/or if such injection reduces the available Working Volume in the relevant Storage Account of the receiving Customer below the amount required to execute the approved Transfer of Gas in the Storage Facility.

(b) Transfer of Capacity Rights

The Customer shall be entitled to transfer (part or all) of his Storage Capacity rights set out in the Gas Storage Agreement, in whole or in part, to another Customer/third party (the Customer transferring his rights being the “**Transferor**” and the Customer/third party acquiring the rights being the “**Transferee**”), in accordance with this document.

The Customer shall have the right to request the allocation of this service usually no later than ten (10) Business Days prior to the commencement of the requested period for which the Capacity Rights are to be transferred (hereinafter referred to as the “**Transfer Period**”), and the Transferee is obliged to deliver his consent to the respective transfer to the SSO no later than ten (10) Business Days prior to the commencement of the Transfer Period. Before the start of the Transfer Period, the Transferee must conclude a new Gas Storage Agreement with the SSO to which the transferred Capacity Rights will be allocated.

The SSO shall have the right to impose additional conditions for allocation of this service, e.g. provision of a security.

By transferring the Storage Capacity rights, the Storage Capacity available to the Transferor for usage under Gas Storage Agreement will be reduced (potentially to zero in case of a transfer of all booked Storage Capacities) and the Storage Capacity available to the Transferee for usage under his Gas Storage Agreement will be increased accordingly for the Transfer Period. The other rights and obligations of the SSO and the Customers under the Gas Storage Agreement remain unchanged. In particular, the Transferor remains obliged to pay (i) the storage price to the SSO for the transferred Storage Capacities and (ii) the variable storage fee for the usage of the transferred Storage Capacities in accordance with the Transferor’s Gas Storage Agreement. For the purposes of the variable storage fee calculation as defined in the Transferor’s Gas Storage Agreement, the following shall apply if not agreed otherwise between the parties:

- Once the amount of injected Gas, which was in aggregate injected (i) by the Transferor in the Working Volume of the Transferor from the beginning of the Storage Period and (ii) by the Transferee using the transferred Working Volume, exceeds the threshold at which the variable storage fee applies (as defined in the Transferor’s Gas Storage Agreement before the Transfer of Capacity Rights), the variable storage fee shall be applied to any additional Gas injected by either the Transferee using the transferred Working Volume or by the Transferor using its remaining Working Volume (if any); and
- Once the amount of withdrawn Gas, which was in aggregate withdrawn (i) by the Transferor from the Working Volume of the Transferor from the beginning of the Storage Period and (ii) by the Transferee from the transferred Working Volume, exceeds the threshold at which the variable storage fee applies (as defined in the Transferor’s Gas Storage Agreement before the Transfer of Capacity Rights), the variable storage fee shall be applied to any additional Gas withdrawn by either the Transferee from the transferred Working Volume or by the Transferor from its remaining Working Volume (if any).

If the Transfer of Capacity Rights is approved by the SSO, to effectively complete the Transfer of Capacity Rights, the Transferor and Transferee must enter into an agreement with the SSO in accordance with the approved Transfer of Capacity Rights.

The Transfer of Capacity Rights shall automatically expire if the Gas Storage Agreement of the Transferor or of the Transferee terminates.

By confirmation of the requested Transfer of Capacity Rights from SSO to the Transferor and to the Transferee by email, the Transfer of Capacity Rights shall be implemented and the Transferor is obliged to pay for this service according to the valid and effective General Terms and Conditions and the published Price list.

(c) Assignment of the Gas Storage Agreement or a part thereof

The Customer may assign the Gas Storage Agreement or a part thereof to a third party (hereinafter referred to as the “Assignee”) pursuant to the *Assignment of Gas Storage Agreement or a part thereof* service, in accordance with this document.

The Customer shall have the right to request the allocation of this service usually no later than ten (10) Business Days prior to the proposed effective date of the assignment, whereas the Assignee is obliged to deliver his consent to this assignment to the SSO within the same period.

As a part of the process of evaluating the Application for allocation of this service, the SSO shall conduct a “Know Your Customer” (“KYC”) screening process of the Assignee in accordance with the valid and effective General Terms and Conditions and the Assignee, who shall be deemed to be an Applicant for the allocation of the Storage Service to the extent of the assignment, shall provide the SSO with all necessary assistance as part of this process.

The SSO shall have the right to impose additional conditions for the allocation of such service or to refuse such request for allocation of such service if, inter alia, the Assignee fails to comply with all obligations applicable to the Applicant for allocation of the Storage Service, including the obligation to provide security as requested by the SSO.

Upon the conclusion of the Gas Storage Agreement by the Assignee and the conclusion of an amendment to the Gas Storage Agreement with the Customer to the extent of the assignment, this service shall be deemed to have been allocated.

If the parties do not agree otherwise, the proportional part of Injection and Withdrawal Rate of the assigned Working Volume shall be automatically included in the assignment.

If the parties do not agree otherwise, the corresponding part of aggregate amount of injected Working Gas volumes and withdrawn Working Gas volumes for the purposes of Variable Fee calculation shall be automatically pro-rated based on Working Volume between the Customer and the Assignee.

By entering into a Gas Storage Agreement on the basis of the assignment, the Assignee becomes a Customer.

Claims and Objections under the Gas Storage Agreement, which the SSO may have asserted against the Customer before or on the date of the assignment, shall sustain to the SSO also after the effective date of the assignment.

5 ANCILLARY AND OTHER SERVICES AND ACTIVITIES

The SSO provides the following Secondary Trading Services depending on its technical and operational possibilities:

- (a) Operational Merger**
- (b) Operational Demerger**
- (c) Reporting of Fundamental Data of the Customer to ACER (REMIT Data)**
- (d) Administrative Support of Customer’s Gas-in-Store Financing**

(a) Operational Merger

In case the SSO has concluded more than one Gas Storage Agreement with the Customer, the parties may agree, depending in particular on the technical possibilities of the SSO, that Gas will be registered in a joint Storage Account for several Gas Storage Agreements. In such case, only the procedural merger of the records takes place, not a merger of the Gas Storage Agreements themselves (hereinafter referred to as the “Operational Merger”).

In case of Operational Merger, the merged Gas Storage Agreements shall be jointly referred to as the “**Operationally Merged Agreements**” and parties shall keep only one (1) joint Storage Account for such Operationally Merged Agreements on cumulative basis. Accordingly, only one (1) Nomination shall be carried out for the Operationally Merged Agreements.

The Operational Merger shall be agreed by the SSO and the Customer by email by authorized persons.

The fee for Operational Merger is included in the Storage Price set out in the Operationally Merged Agreements.

Storage Capacity parameters after Operational Merger

After the Operational Merger is agreed between the SSO and the Customer, the SSO shall announce by email to the Customer the cumulative parameters of Storage Capacity (cumulative Working Volume, cumulative Injection Rate, cumulative Withdrawal Rate, cumulative Injection Curve and cumulative Withdrawal Curve) applicable for the Operationally Merged Agreements and these shall be binding for both parties.

Impact on Variable Storage Fee calculation

If the Operational Merger is agreed between the parties, cumulative approach shall be also applied to determine whether the Customer is obliged to pay the Variable Storage Fee, i.e. the cumulative Gas injections to and cumulative Gas withdrawals from the Storage Account associated with the Operationally Merged Agreements shall be considered in ratio to cumulative Working Volume of these Operationally Merged Agreements. If the Variable Storage Fee formula is identical in all Operationally Merged Agreements, the Variable Storage Fee calculated based on such formula shall be split between the Operationally Merged Agreements pro-rata, based on the Working Volume of the individual Gas Storage Agreements that have been operationally merged. The SSO shall then issue a separate invoice for each of the Operationally Merged Agreements. If the Variable Storage Fee formula is not identical in all Operationally Merged Agreements, before the Operational Merger is processed, the provision of this Services is subject to an agreement between the parties on the method of the Variable Storage Fee calculation.

Booking and invoicing of Individual Services and Secondary Trading Services

In relation to the Operationally Merged Agreements, the Individual Services and Secondary Trading Services will be booked and invoiced without specifying the individual gas storage agreement from the Operationally Merged Agreements to which the service relates. For avoidance of doubt, only one invoice will be issued by the SSO in such case and the SSO will decide in its discretion to which of the Operationally Merged Agreements the invoice will refer.

Breach of obligations

A breach of an obligation under any of the Operationally Merged Agreements shall be deemed a breach of all these Operationally Merged Agreements pro-rata, based on the Working Volume of the individual Gas Storage Agreements that have been operationally merged.

(b) Operational Demerger

In case the SSO has concluded a Gas Storage Agreement with the Customer, the parties may agree, depending in particular on the technical possibilities of the SSO, that Gas will be registered in more than one Storage Account for the respective Gas Storage Agreement. In such case, only the procedural demerger of the records takes place, not a demerger of the Gas Storage Agreement itself (hereinafter referred to as the “**Operational Demerger**”).

In case of Operational Demerger, the parties shall keep more than one (1) Storage Account for such operationally demerged Gas Storage Agreement, as agreed. Accordingly, a separate Nomination shall be carried out for each of the Storage Accounts associated with the operationally demerged Gas Storage Agreement.

The Operational Demerger shall be agreed by the SSO and the Customer by email by authorized persons.

The fee for Operational Demerger is included in the Storage Price set out in the operationally demerged Gas Storage Agreement.

Storage Capacity parameters after Operational Demerger

After the Operational Demerger is agreed between the SSO and the Customer, the SSO shall announce by email to the Customer the parameters of the Storage Capacity (Working Volume, Injection Rate, Withdrawal Rate, Injection Curve and Withdrawal Curve) applicable for each Storage Account associated with the operationally demerged Gas Storage Agreement and these shall be binding for both parties.

Impact on Variable Storage Fee calculation

If the Operational Demerger is agreed between the parties, cumulative approach shall be applied to determine whether the Customer is obliged to pay the Variable Storage Fee, i.e. the cumulative Gas injections to and cumulative Gas withdrawals from all Storage Accounts associated with the operationally demerged Gas Storage Agreement shall be considered in ratio to Working Volume set out in such operationally demerged Gas Storage Agreement. The Variable Storage Fee shall be calculated based on the Variable Storage Fee formula set out in the operationally demerged Gas Storage Agreement. The SSO shall then issue one cumulative invoice for all Storage Accounts associated with such operationally demerged Gas Storage Agreement.

Breach of obligations

A breach of an obligation under any of the Storage Accounts associated with the operationally demerged Gas Storage Agreement shall be deemed a breach of all the Storage Accounts associated with the operationally demerged Gas Storage Agreement, and consequently, the respective Gas Storage Agreement.

(c) Reporting of Fundamental Data of the Customer to ACER (REMIT Data)

Further conditions for provision of this service shall be agreed directly in a separate agreement.

(d) Administrative Support of Customer's Gas-in-Store Financing

Further conditions for provision of this service shall be agreed directly in a separate agreement.