

# AGREEMENT ON PROVISION OF INVERSE STORAGE WITH ASSET LOAN

## NO. [MISSING DATA TO BE INSERTED]

(hereinafter referred to as the “Agreement”)

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is concluded between the following parties:

### 1) NAFTA Speicher Inzenham GmbH

with registered office: Moos 7, 83135 Schechen, Germany, registered with the Commercial Register of the Local Court (Amtsgericht) of Traunstein

**Represented by:**

Juraj Papcun, Managing Director

Michal Balák, Managing Director

Company Reg. No.: HRB 27687  
VAT Reg. No.: DE 279562925  
Tax Reg. No.: 156/116/02577  
Bank: Deutsche Bank  
SWIFT/BIC/: DEUTDEHHXXX  
IBAN: DE65 2007 0000 0061 4172 00

(hereinafter referred to as “NAFTA” or the “SSO”)

and

### 2) [MISSING DATA TO BE INSERTED]

with registered office: [MISSING DATA TO BE INSERTED], registered with the Commercial Register [MISSING DATA TO BE INSERTED]

**Represented by:**

[MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Company Reg. No.: [MISSING DATA TO BE INSERTED]  
VAT Reg. No.: [MISSING DATA TO BE INSERTED]  
Tax Reg. No.: [MISSING DATA TO BE INSERTED]  
Bank: [MISSING DATA TO BE INSERTED]  
SWIFT/BIC/: [MISSING DATA TO BE INSERTED]  
IBAN: [MISSING DATA TO BE INSERTED]

(hereinafter referred to as “[MISSING DATA TO BE INSERTED]” or the “Customer”)

Hereinafter the SSO and the Customer may be referred to individually as the “Party” or together as the “Parties”.

## 1 SUBJECT OF THE AGREEMENT

- 1.1 The scope of the Agreement is the provision of Storage Capacities by the SSO and their usage by the Customer. The Customer shall be entitled to inject Gas into, and withdraw Gas from, the Storage Facility Inzenham-West and to use Working Volume, each in accordance with the Storage Capacities booked by the Customer under this Agreement. The Customer shall pay Storage Price in consideration for the right to use the Storage Capacities. The conditions that shall apply to the usage of the Storage Capacities and the payment of the Storage Price are set out in this Agreement including all Annexes.
- 1.2 The SSO shall be obliged to provide the contracted Storage Capacities consisting of the capacity components Working Volume, Injection Rate and Withdrawal Rate for the agreed period of time. The contracted Storage Capacities according to sentence 1 will be shown in Annex No. 1 per Storage Period. SSO shall be obliged to operate the contracted Storage Capacities by following the Customer's instructions, i.e. to carry out Withdrawals and Injections within these Storage Capacities, to deliver or take over respective Gas quantities and to store resulting Gas quantities.
- 1.3 The Customer shall take over the Gas quantities nominated for Withdrawal and deliver the Gas quantities nominated for Injection.
- 1.4 Gas quantities may be processed by the SSO at Delivery Point together with and not separated from other Gas quantities. The physical identity of the Gas does not have to be ensured by SSO.
- 1.5 The SSO shall only be obliged to withdraw Gas and make available the relevant quantities by way of asset loan to the Customer, if and as long as the Customer has available Gas quantities according to its Storage Account. The SSO shall only be obliged to inject Gas quantities if and as long as the Customer is in possession of free Working Volume.

## 2 ASSET LOAN

- 2.1 At the beginning of the Storage Period, the Storage Account of the Customer shall show Gas quantity of [MISSING DATA TO BE INSERTED] MWh. The Customer has not injected, and does not own, this quantity of Gas, however such quantity of Gas shall be available to the Customer for withdrawal in accordance with this Agreement. The SSO makes available this Gas Quantity to the Customer by way of asset loan (Sachdarlehen) pursuant to section 607 of the German Civil Code, hence the Customer is entitled to withdraw and receive title to the above-mentioned Gas quantities during the Storage Period in accordance with this Agreement.
- 2.2 The Parties agree that title to any Gas nominated as withdrawn by, or on behalf of, the Customer from the Storage Facility shall transfer to the Customer upon allocation of the relevant quantity of Gas to the Customer's balancing group by the Interconnected Network Operator that is responsible for the Delivery Point (for the avoidance of doubt, this means that the Customer will have title at "Trading Hub Europe" point for any gas withdrawn). Title to any Gas nominated as injected by, or on behalf of, the Customer into the Storage Facility shall transfer to the SSO upon allocation of the relevant quantity of Gas to the Storage Account of Customer associated with this Agreement. Accordingly, the Customer will not have any ownership rights to the Gas stored in its Storage Account associated with this Agreement. The Customer warrants that the Gas injected by, or on behalf of, the Customer into its Storage Account associated with this Agreement will be free from any liens, charges, taxes, claims or encumbrances.
- 2.3 The Customer shall be obliged to return the Gas at the time and in the amount corresponding to Compulsory Flows agreed in this Agreement while the time and the amount may be adjusted in dependance on the approved adjusted Compulsory Flows in line with this Agreement. For the avoidance of doubt, the Customer shall be obliged to ensure that at the End of the Storage Period

according to Annex No. 1, it has returned the net quantity of Gas that has been allocated as withdrawn in accordance with this Agreement from the Storage Facility to the SSO. Thus, the Gas quantity shown in the Storage Account of the Customer shall be [MISSING DATA TO BE INSERTED] MWh at the end of the Storage Period.

- 2.4** The Parties shall sign a statement in order to evaluate and confirm the amounts of Gas which have been lent to the Customer and returned back by the Customer during the respective Gas Month by the fifth (5th) Business Day of the month following the end of the respective Gas Month. Such statement shall represent only an evidence of the withdrawals and injections of the natural gas during a specific Gas Month within the boundaries and limits stipulated in this Agreement. This statement is not considered a VAT invoice.
- 2.5** If the Customer fails to comply with its obligation to return the Gas to the SSO pursuant to point 2.2.3, the SSO will be entitled to charge to the Customer the costs required for procuring the shortfall quantity (Ersatzbeschaffung), plus a contractual penalty. Any other statutory rights of the SSO remain unaffected. The procurement costs shall include, in particular, the purchase costs for the shortfall quantity. The contractual penalty shall be five percent of the costs required for the procurement of the shortfall quantity. The SSO has no obligation to provide evidence for the actual procurement of the shortfall quantity. The amount to be paid by the Customer will be calculated and invoiced by the SSO as specified in point 10.12(c) of the General Terms and Conditions.

### **3 STORAGE PRICE AND VARIABLE STORAGE FEE**

- 3.1** The SSO and the Customer agree on the Unit Storage Price and the Storage Price for the Storage Capacity for the entire Storage Period as stipulated in Annex No. 1 to this Agreement.
- The Storage Price for the entire Storage Period shall be calculated by multiplying the Unit Storage Price stipulated in Annex No. 1 to this Agreement and the Working Volume stipulated in Annex No. 1 to this Agreement.
- 3.2** If any future taxes or public charges, including CO<sub>2</sub> charges, are introduced for the injection, withdrawal or storage of Gas during the term of this Agreement in a gas storage facility, the Customer shall bear any such future taxes and public charges.

### **4 INVOICING AND PAYMENT TERMS**

- 4.1** In relation to the Storage Price stipulated in point 3.1 of this Agreement, the method of invoicing and the deadline for issuing and delivering an invoice shall be as specified in point 10.12(a) of the General Terms and Conditions.
- 4.2** Following point 10.19 of the General Terms and Conditions, the SSO and the Customer agree that the following email addresses shall be used for the purpose of delivering invoices:
- Customer's email address(es) for receiving invoices: [MISSING DATA TO BE INSERTED];  
Customer's email address(es) for sending invoices: [MISSING DATA TO BE INSERTED];  
SSO's email address(es) for receiving invoices: edi.invoice-leag@leag.de;  
SSO's email address(es) for sending invoices: abrechnung-leag@leag.de.
- 4.3** Unless this Agreement stipulates otherwise, other invoicing and payment terms with respect to this Agreement shall be applied pursuant to point 10 of the General Terms and Conditions.

## 5 SECURITIES

**5.1** The Customer shall be obliged to deliver to the SSO no later than [MISSING DATA TO BE INSERTED] the original of the Bank Guarantee/Parent Company Guarantee issued by [MISSING DATA TO BE INSERTED] and duly signed by respective representatives of the respective Bank/Parent Company in the form and with the content acceptable to the SSO in favor of the SSO in an amount of [MISSING DATA TO BE INSERTED] EUR (to wit: [MISSING DATA TO BE INSERTED] euro) (in this Agreement being the **“Bank Guarantee/Parent Company Guarantee”** or **“Performance Assurance”**) to secure all obligations of the Customer under this Agreement. *(The amount of the Bank Guarantee or the Parent Company Guarantee shall be calculated based on the Storage Price and the Gas quantity lent to the Customer as stipulated in point 2 of this Agreement.)*

If the Customer does not deliver Performance Assurance as described above, the SSO shall not be obliged to provide the Customer with the Inverse Storage Loan according to the Agreement. Both Parties agree that this shall constitute a material breach of the Agreement caused by the Customer. In this case the SSO has a right to ask the Customer to pay to the SSO the contractual penalty in the amount of the Storage Price in accordance with Annex No. 1 to this Agreement. The Customer shall pay to the SSO respective contractual penalty within fifteen (15) Business Days from the delivery of SSO's written notice to the Customer. Any other statutory rights of the SSO (e.g. claim for damages) remain unaffected.

**5.2** The Bank Guarantee/Parent Company Guarantee shall explicitly state that it is valid and effective from [MISSING DATA TO BE INSERTED] until [MISSING DATA TO BE INSERTED]. The Customer shall be obliged to maintain the Bank Guarantee/Parent Company Guarantee valid during the entire term as specified in the previous sentence.

**5.3** Exercising the Bank Guarantee/Parent Company Guarantee means a demand of the SSO for payment from the Bank/Parent Company of an amount specified by the SSO to cover the loss, damage, contractual penalty, Procurement Costs or other consequence of events suffered by the SSO. For the avoidance of doubt, the damage suffered by the SSO shall be at least, but not limited to, the amount equal to the Procurement Costs. When submitted a demand, request or statement by the SSO, the Bank/Parent Company shall unconditionally forward the payment to the SSO without any right to question, condition, or investigate the grounds upon which the SSO claims the payment from the Bank Guarantee/Parent Company Guarantee.

**5.4** Unless this Agreement stipulates otherwise, also other terms regarding security stipulated in the General Terms and Conditions apply.

## 6 DECLARATIONS

**6.1** The Parties declare that they are taxable persons acting in capacity of a taxable person when fulfilling their obligations stipulated by this Agreement.

**6.2** The Customer declares that it is registered for VAT purposes as a VAT payer according to the legislation of [MISSING DATA TO BE INSERTED] and for the purposes of this Agreement and for VAT purposes the Customer acts as a [MISSING DATA TO BE INSERTED] VAT payer with seat or fixed establishment in [MISSING DATA TO BE INSERTED] upon [MISSING DATA TO BE INSERTED] VAT number stated on the first page of this Agreement. Should there be any change to the Customer's declaration above and/or [MISSING DATA TO BE INSERTED] VAT registration, including invalidation, cancellation, or change, the Customer is obliged to notify the SSO immediately, and no later than two (2) calendar days after any such change.

**6.3** The Customer declares that it does not have a seat, a place of business and a fixed establishment for VAT purposes in Germany. If the seat, place of business and/or fixed establishment of the

Customer for VAT purposes is formed in Germany, the Customer shall be obliged to notify the SSO thereof immediately, and no later than two (2) calendar days after the formation of the seat, place of business and/or fixed establishment. *(This point 6.3 shall be removed if the Customer's establishment is in Germany.)*

- 6.4** In the event of a failure to comply with the obligations mentioned above, the Customer shall be obliged to compensate for all losses (including damages, fines, etc.) incurred by the SSO as a result of the breach of these obligations. The Customer shall also bear the costs associated with potentially assessing additional tax, including sanctions, by the tax administrator, which the SSO has incurred due to the Customer having provided incorrect or incomplete information or where the Customer has failed to meet the obligations stipulated above.

## **7 LIMITATION OF LIABILITY**

- 7.1** The liability of the SSO to the Customer for any damage or losses caused by a breach of obligations under this Agreement shall be limited to the amounts of the Storage Price actually paid by the Customer to the SSO pursuant to this Agreement until the date of the relevant breach. The limitation of liability set out in this point 7 applies in addition to the limitation of liability under point 9 of the General Terms and Conditions.

## **8 TEMPORARY AND CLOSING PROVISIONS**

- 8.1** This Agreement shall be valid and effective from the date of its signature by both Parties.
- 8.2** Unless expressly provided otherwise in this Agreement, all definitions and capitalized terms used herein shall have the same meaning as in the General Terms and Conditions.
- 8.3** This Agreement shall be governed by the laws of Germany as set out in point 14.5 of General Terms and Conditions, except that sections 305 through 310 of the German Civil Code shall not apply to this Agreement.
- 8.4** The following Annexes are integral parts of this Agreement:

Annex No. 1: Allocated Storage Capacity Specifications

Annex No. 2: Contact Details of Parties

Annex No. 3: General Terms and Conditions

Annex No. 4: Technical Conditions

Annex No. 5: Operational Manual

If there is any discrepancy between this Agreement and any of the Annexes, the provisions of this Agreement shall prevail over the provisions of the Annexes. If there is any discrepancy between the Annexes, the following order of priority shall apply: (1) Annex No. 1 (highest priority), (2) Technical Conditions, (3) Operational Manual, and (4) General Terms and Conditions.

- 8.5** Any provision of this Agreement shall be interpreted to be valid and effective pursuant to the applicable legal regulations. However, if any provision is found to be unenforceable, invalid or ineffective under these regulations, the remaining provisions of this Agreement shall remain unaffected. In such instances, the SSO and the Customer agree to replace the unenforceable, invalid, or ineffective provision with a new provision. This new provision shall, to the greatest extent possible, reflect the original intention and purpose of the replaced provision, in accordance with the current rules.
- 8.6** The Customer is obliged to inject into the Storage Facility only gas which shall have the customs status "Union goods" and hereby confirms that it shall comply with this requirement.

- 8.7** Unless stipulated otherwise in this Agreement and/or the General Terms and Conditions, any changes or additions to this Agreement must be made only through written amendments, which must be signed by the persons authorized to act on behalf of the Parties.
- 8.8** To change the identification data stated on the first page of this Agreement (except for the bank account details) or the contact persons shown in Annex No. 2 to this Agreement, a unilateral written notice delivered to the other Party shall be sufficient.
- 8.9** For changes to the email addresses for receiving and/or sending invoices for the purposes of this Agreement, point 10.20 of the General Terms and Conditions shall be applied. For changes to the bank account details for the purposes of this Agreement, point 10.17 of the General Terms and Conditions shall be applied.  
  
If a written notice according to this point 8.9 of this Agreement is sent via email, it must originate from any email address of one Party specified in Annex No. 2 to this Agreement and be sent to the email address(es) of the other Party's contact person(s) for invoicing specified in Annex No. 2 to this Agreement. Additionally, at least one of the other Party's contact persons for commercial issues specified in Annex No. 2 to this Agreement must be copied on the email. In addition, the respective written notice regarding the change of bank account details shall be signed by electronic signature (using DocuSign system or a similar electronic signature system).
- 8.10** The Parties hereby agree that they will take all necessary steps in order to fulfil all obligations arising from this Agreement in relation to the Regulation No. 1227/2011 of the European Parliament and of the Council on the Wholesale Energy Market Integrity and Transparency and that they will cooperate in order to fulfil any obligations that may arise from this legislation as may be amended from time to time, as well as any other legislation, guidance and rules related to it.
- 8.11** This Agreement is executed in two original copies in English language, with each Party receiving one original. / The Parties agree to sign this Agreement by DocuSign eSignature, which shall be considered as conclusive evidence of their intention to be bound by this Agreement as a manuscript signature would be. *(One option shall be selected.)*

**On behalf of**  
**NAFTA Speicher Inzenham GmbH**

**On behalf of**  
**[MISSING DATA TO BE INSERTED]**

Bratislava/Schechen

[MISSING DATA TO BE INSERTED]

On.....

On.....

.....  
Juraj Papcun  
Managing Director

.....  
[MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

On.....

On.....

.....  
Michal Balák  
Managing Director

.....  
[MISSING DATA TO BE INSERTED]  
[MISSING DATA TO BE INSERTED]

## ANNEX NO. 1

### ALLOCATED STORAGE CAPACITY SPECIFICATIONS

<b>Storage Capacity</b>	<b>Inverse Storage</b> Inverse Storage shall be provided as Firm Storage Capacity with Adjustable Compulsory Flows.
<b>Working Volume</b>	[MISSING DATA TO BE INSERTED] MWh
<b>Withdrawal Rate and Withdrawal Period</b>	[MISSING DATA TO BE INSERTED] MW - flat  From the beginning of Gas Day [MISSING DATA TO BE INSERTED] until the end of Gas Day [MISSING DATA TO BE INSERTED]
<b>Injection Rate and Injection Period</b>	[MISSING DATA TO BE INSERTED] MW - flat  From the beginning of Gas Day [MISSING DATA TO BE INSERTED] until the end of Gas Day [MISSING DATA TO BE INSERTED]
<b>Storage Period</b>	From the beginning of Gas Day [MISSING DATA TO BE INSERTED] until the end of Gas Day [MISSING DATA TO BE INSERTED].
<b>Unit Storage Price</b>	[MISSING DATA TO BE INSERTED] EUR/MWh
<b>Storage Price</b>	[MISSING DATA TO BE INSERTED] EUR
<b>Compulsory Flows</b>	The Customer shall withdraw and/or inject natural gas from/into the Storage Facility only in accordance with the profile (prescribed regime) agreed in this Agreement, whereby the Customer is obliged to withdraw and/or inject natural gas from/into the Storage Facility in the prescribed regime in accordance with the allocated Withdrawal Rate and/or Injection Rate during the Gas Days/periods specified in this Agreement. The prescribed regime of withdrawal/injection agreed in this Agreement is in this Agreement referred to as “ <b>Compulsory Flows</b> ”. For the avoidance of doubt, failure by the Customer to comply with the Compulsory Flows shall constitute a material breach.
<b>Make-up Withdrawal Rates and/or Injection Rates</b>	If the Customer is unable to maintain Compulsory Flows due to maintenance on the Storage Facility, adjoining infrastructure, or any other unforeseen event on the SSO's side, the SSO shall provide the Customer with make-up Withdrawal Rates and/or Injection Rates (“ <b>Make-up Withdrawal Rates and/or Injection Rates</b> ”). Such Make-up Withdrawal Rates and/or Injection Rates are included in the Storage Price and shall be provided by the SSO in the form of Withdrawal Rates and/or Injection Rates which will, during reasonable period of time, enable the Customer to withdraw and/or inject the same amount of natural gas as agreed under Compulsory Flows.
<b>Adjustment of Compulsory Flows</b>	Based on the current or future favourable market conditions, the Customer may request an adjustment of Compulsory Flows; or, for the purpose of increasing efficiency and optimization of the operation of the Storage Facility, the SSO may request an adjustment of Compulsory Flows. The agreed Compulsory Flows

	<p>may only be changed (adjusted) with the confirmation from the other Party (“<b>Confirming Party</b>”) sent to the Party requesting the adjustment (“<b>Requesting Party</b>”). Number of such adjustments is not limited.</p> <p>The request for adjustment:</p> <ul style="list-style-type: none"> <li>a) may be made only by any of the Requesting Party’s authorized persons stipulated in the Annex No. 2 to this Agreement and</li> <li>b) shall be sent/delivered from any of the Requesting Party’s email addresses to at least one of the Confirming Party’s email addresses stipulated in the Annex No. 2 to this Agreement.</li> </ul> <p>The respective confirmation:</p> <ul style="list-style-type: none"> <li>a) shall be made only by any of the Confirming Party’s authorized persons stipulated in the Annex No. 2 to this Agreement and</li> <li>b) shall be sent/delivered from any of the Confirming Party’s email addresses to at least one of the Requesting Party’s email address stipulated in the Annex No. 2 to this Agreement.</li> </ul> <p>If the request for adjustment is confirmed by the Confirming Party, the adjustment of the Compulsory Flows (including the fee for the requested adjustment) shall become binding for both Parties and shall be an integral part of this Agreement.</p> <p>Request for adjustment of Compulsory Flows shall contain at least the following:</p> <ul style="list-style-type: none"> <li>a) Specification of the adjustment of Compulsory Flows in MW and determination of Gas Days to which the respective adjustment applies.</li> <li>b) Identification number of the Agreement with respect to which the adjustment of Compulsory Flows is requested.</li> <li>c) Fee for adjustment of Compulsory Flows.</li> </ul>
<p><b>Fee for adjustment of Compulsory Flows</b></p>	<p>The Requesting Party shall pay to the Confirming Party the agreed fee for adjustment of Compulsory Flows (“<b>Fee for adjustment of Compulsory Flows</b>”). For the avoidance of doubt, the Fee for adjustment of Compulsory Flows is not included in the Storage Price (i.e. it is applied in addition to the Storage Price). The respective fee plus VAT if applicable constitutes for VAT purposes a consideration payable for provision of the services.</p> <p>Fees for adjustment of Compulsory Flows shall be invoiced by the Confirming Party and the respective invoice(s) shall be delivered to the Requesting Party no later than the fourteenth (14th) calendar day of the calendar month following the calendar month in which the Confirming Party confirmed the adjustments. All Fees for adjustment of Compulsory Flows shall be documented in protocol(s). The corresponding protocol shall be attached to each respective invoice. Each respective invoice must contain the identification number of the Agreement to which the respective Fee(s) for adjustment of Compulsory Flows is (are) related.</p>

## ANNEX NO. 2 CONTACT DETAILS OF PARTIES

### 1. The Parties appoint the following contact persons for commercial issues:

(i) The contact person(s) of SSO:

Andrej Kočibal

Tel: +421 2 4024 2529

M: +421 917 926 683

Email: [andrej.kocibal@nafta.sk](mailto:andrej.kocibal@nafta.sk)

Andrea Kopčeková

Tel: +421 2 4024 2526

M: +421 917 926 684

Email: [andrea.kopcekova@nafta.sk](mailto:andrea.kopcekova@nafta.sk)

Zuzana Pešková

Tel: +421 2 4024 2605

M: +421 917 846 728

Email: [zuzana.peskova@nafta.sk](mailto:zuzana.peskova@nafta.sk)

### 2. The Parties appoint the following contact persons for dispatching:

(i) The contact person(s) of SSO:

Commercial Dispatching

Tel:

M: +421 917 685 044

Email: [dispatching.inzenham@nafta.sk](mailto:dispatching.inzenham@nafta.sk)  
[commercial.dispatching@nafta.sk](mailto:commercial.dispatching@nafta.sk)

(ii) The contact person(s) of Customer:

[MISSING DATA TO BE INSERTED]

Tel: [MISSING DATA TO BE INSERTED]

M: [MISSING DATA TO BE INSERTED]

Email: [MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Tel: [MISSING DATA TO BE INSERTED]

M: [MISSING DATA TO BE INSERTED]

Email: [MISSING DATA TO BE INSERTED]

### 3. The Parties appoint the following contact persons for invoicing:

(i) The contact person(s) of SSO:

Stanislav Vagaský

Tel: +421 2 4024 2557

M: +421 945 504 927

Email: [stanislav.vagasky@nafta.sk](mailto:stanislav.vagasky@nafta.sk)

Veronika Záhradníková

Tel: +421 2 4024 2607

M: +421 908 776 267

Email: [veronika.zahradnikova@nafta.sk](mailto:veronika.zahradnikova@nafta.sk)

(ii) The contact person(s) of Customer:

[MISSING DATA TO BE INSERTED]

Tel: [MISSING DATA TO BE INSERTED]

M: [MISSING DATA TO BE INSERTED]

Email: [MISSING DATA TO BE INSERTED]

[MISSING DATA TO BE INSERTED]

Tel: [MISSING DATA TO BE INSERTED]

M: [MISSING DATA TO BE INSERTED]

Email: [MISSING DATA TO BE INSERTED]

### 4. List of Persons Authorized for Requesting or Confirming Adjustment of Compulsory Flows:

(i) The persons listed below are authorized by the SSO to request or confirm adjustments of Compulsory Flows on behalf of the SSO:

Petra Bocmanová <a href="mailto:petra.bocmanova@nafta.sk">petra.bocmanova@nafta.sk</a>
Andrej Kočibal <a href="mailto:andrej.kocibal@nafta.sk">andrej.kocibal@nafta.sk</a>
Andrea Kopčeková <a href="mailto:andrea.kopcekova@nafta.sk">andrea.kopcekova@nafta.sk</a>
Zuzana Pešková <a href="mailto:zuzana.peskova@nafta.sk">zuzana.peskova@nafta.sk</a>
Matej Stračiak <a href="mailto:matej.straciak@nafta.sk">matej.straciak@nafta.sk</a>
Šimon Šinský <a href="mailto:simon.sinsky@nafta.sk">simon.sinsky@nafta.sk</a>
Stanislav Vagaský <a href="mailto:stanislav.vagasky@nafta.sk">stanislav.vagasky@nafta.sk</a>
Veronika Záhradníková <a href="mailto:veronika.zahradnikova@nafta.sk">veronika.zahradnikova@nafta.sk</a>

- (ii) The persons listed below are authorized by the Customer to request or confirm adjustments of Compulsory Flows on behalf of the Customer:

[MISSING DATA TO BE INSERTED]
[MISSING DATA TO BE INSERTED]
[MISSING DATA TO BE INSERTED]
[MISSING DATA TO BE INSERTED]

# **GENERAL TERMS AND CONDITIONS**

SETTING OUT COMMERCIAL TERMS AND CONDITIONS  
FOR ACCESS TO AND USE OF THE STORAGE FACILITY  
OF NAFTA SPEICHER INZENHAM GMBH

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## TABLE OF CONTENTS

1	INTRODUCTION.....	13
2	STORAGE SERVICES .....	13
3	KYC AND FINANCIAL ASSESSMENT .....	16
4	DELIVERY POINT AND MARKET AREA .....	17
5	NOMINATIONS AND ALLOCATION .....	18
6	STORAGE ACCOUNT AND OWNERSHIP OF GAS.....	18
7	RESTRICTION AND INTERRUPTION OF STORAGE.....	19
8	SECURITY .....	22
9	LIABILITY AND FORCE MAJEURE.....	24
10	INVOICING AND PAYMENT TERMS.....	26
11	GAS NOT WITHDRAWN .....	29
12	WITHDRAWAL FROM THE GAS STORAGE AGREEMENT .....	30
13	DISPUTE RESOLUTION .....	32
14	FINAL PROVISIONS .....	33
15	DEFINITIONS .....	35

## 1 INTRODUCTION

- 1.1** Unless otherwise stated in the Gas Storage Agreement, capitalized terms in the Gas Storage Agreement shall have the meaning as defined in point 15 of these General Terms and Conditions.

## 2 STORAGE SERVICES

- 2.1** The SSO offers Storage Services in accordance with the relevant Gas Storage Agreement and conditions published on the Website.
- 2.2** The SSO intends to offer following Storage Services, subject to their operational and technical availability. This point 2 only contains a generic description of the Storage Services. The detailed terms and conditions for the Storage Services, including pricing, are published on the Website to the extent not set out in the Gas Storage Agreement. The Website also sets out the availability of the Storage Services at the relevant time and the procedure for booking the Storage Services (except for Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate and Within-Day Injection Rate and Within-Day Withdrawal Rate which can be booked through the Nomination/Renomination process as set out in the Operational Manual).
- 2.3 Storage Capacity**
- (a) Flexible Storage Capacity**
  - (b) Seasonal Storage Capacity**
  - (c) Storage Capacity with Compulsory Flows**
  - (d) Storage Capacity with Adjustable Compulsory Flows**

### 2.3.1 Flexible Storage Capacity

Flexible Storage Capacity means Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) that entitles the Customer to inject Gas into the Storage Facility and withdraw Gas from the Storage Facility during the Storage Period at the Customer's discretion up to the maximum Injection Rate and the maximum Withdrawal Rate agreed in the Gas Storage Agreement.

### 2.3.2 Seasonal Storage Capacity

Seasonal Storage Capacity means Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) that entitles the Customer to inject Gas into the Storage Facility up to the maximum Injection Rate agreed in the Gas Storage Agreement only during the Injection Period and to withdraw Gas from the Storage Facility up to the maximum Withdrawal Rate agreed in the Gas Storage Agreement only during the Withdrawal Period.

### 2.3.3 Storage Capacity with Compulsory Flows

Storage Capacity with Compulsory Flows means the Storage Capacity (with specified technical parameters, Storage Period and Delivery Points) under which the Customer injects and/or withdraws Gas into/from the Storage Facility only in accordance with the profile (prescribed regime) agreed in the Gas Storage Agreement, whereby the Customer is obliged to inject and/or withdraw Gas into/from the Storage Facility in the prescribed regime in accordance with the allocated Injection Rate and/or Withdrawal Rate during the Gas Days/periods specified in the Gas Storage Agreement.

### **2.3.4 Storage Capacity with Adjustable Compulsory Flows**

Storage Capacity with Adjustable Compulsory Flows means Storage Capacity with compulsory flows within which the Customer or, for the purpose of increasing efficiency and optimization of the operation of the Storage Facility, also the SSO, may request the other Party to adjust the profile (prescribed regime) of injection and/or withdrawal of Gas into/from the Storage Facility (i.e. to adjust the compulsory flows) in the manner set out in the Gas Storage Agreement.

## **2.4 Structured Services**

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

### **2.4.1 Inverse Storage**

Inverse storage is a service by which the Customer is allocated Storage Capacity together with Gas and the Customer is obliged to return the same amount of Gas by the end of the Storage Period, unless agreed otherwise.

### **2.4.2 Option on Storage Service**

With Option on Storage Service, the SSO provides the Customer with the possibility to exercise the right to be provided with a Storage Service on contractually agreed terms and conditions with the SSO during the exercise period.

## **2.5 Individual Services**

The SSO primarily offers Storage Capacity in Standard Bundled Units. In addition to the Storage Capacity that is available to the Customer in the Standard Bundled Units booked under the Gas Storage Agreement, the Customer may book:

- (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**

### **2.5.1 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.

### **2.5.2 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.

### **2.5.3 Day-Ahead Injection Rate and Day-Ahead Withdrawal Rate**

Day-Ahead Injection Rate shall mean a Storage Service whereby the SSO, in accordance with conditions published on the Website, provides interruptible Injection Rate pursuant to a confirmed Nomination/Renomination made on the Gas Day preceding the Gas Day during which the Injection Rate is to be used.

Day-Ahead Withdrawal Rate means a Storage Service whereby the SSO, in accordance with conditions published on the Website, provides interruptible Withdrawal Rate pursuant to a confirmed Nomination/Renomination made on the Gas Day preceding the Gas Day during which the Withdrawal Rate is to be used.

## **2.5.4 Within-Day Injection Rate and Within-Day Withdrawal Rate**

Within-Day Injection Rate shall mean a Storage Service whereby the SSO, in accordance with conditions published on the Website, provides interruptible Injection Rate pursuant to a confirmed Renomination made on the Gas Day during which the Injection Rate is to be used for the remaining part of the Gas Day.

Within-Day Withdrawal Rate means a Storage Service whereby the SSO, in accordance with conditions published on the Website, provides interruptible Withdrawal Rate pursuant to a confirmed Renomination made on the Gas Day during which the Withdrawal Rate is to be used for the remaining part of the Gas Day.

## **2.6 Secondary Trading Services**

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

### **2.6.1 Transfer of Gas in the Storage Facility**

Under the Transfer of Gas in the Storage Facility service, the Customer may transfer Gas in the Storage Facility from one Storage Account to another Storage Account, in accordance with conditions published on the Website.

### **2.6.2 Transfer of Capacity Rights**

The Customer shall be entitled to transfer (part or all) of its Storage Capacity rights set out in the Gas Storage Agreement, in whole or in part, to another Customer/third party (the Customer transferring its rights being the transferor and the Customer/third party acquiring the rights being the transferee), in accordance with conditions published on the Website.

### **2.6.3 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 conditions published on the Website.

## **2.7 Ancillary and Other Services and Activities**

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

### **2.7.1 Operational Merger and Operational Demerger**

In case the SSO has more than one Gas Storage Agreement with the Customer, the Parties may agree, depending in particular on the technical possibilities of the SSO, that the Gas will be registered in a joint Storage Account for several Gas Storage Agreements. In such a case, only the procedural merger of the records takes place, not a merger of the Gas Storage Agreements themselves.

The SSO and the Customer may agree, depending on the technical possibilities of the SSO, that for one Gas Storage Agreement the SSO will maintain multiple Storage Accounts for the Customer, in which case there is only a procedural demerger of the records, not a demerger of the Gas Storage Agreement itself.

In the event of a breach of an obligation under any of the Gas Storage Agreements, for which Storage Accounts have been merged, it shall be deemed that there has been a breach of all these

Gas Storage Agreements on a pro rata basis.

### **2.7.2 Reporting of Fundamental Data of the Customer to ACER (REMIT Data)**

In accordance with the Implementing Regulation, the SSO shall, at the Customer's request and in accordance with a separate agreement, notify ACER on behalf of the Customer of the volumes of Gas stored by the Customer in the Storage Facility at the end of the Gas Day.

### **2.7.3 Administrative Support of Customer's Gas-in-Store Financing**

Administrative Support of Customer's Gas-in-Store Financing means a service where, by entering into a contract between the SSO, the Customer and a financing party, the SSO provides support to the Customer by enabling the Customer to acquire financing from a financing party. By providing this service, the SSO does not provide any financial services (including financing and brokering of financing) to the Customer.

## **2.8 Common provisions for Storage Services**

- 2.8.1** The SSO provides Storage Services for a remuneration which is set out in the relevant Gas Storage Agreement concluded between the SSO and the Customer or, if not set out in the Gas Storage Agreement, as set out in the Price List at the time the Customer books the relevant Storage Service.
- 2.8.2** The SSO offers Storage Services, or parts thereof, as firm or interruptible, depending in particular on technical and operational parameters of the Storage Facility. The Gas Storage Agreement sets out whether Storage Services are firm or interruptible, and the conditions for interruption.
- 2.8.3** The SSO can interrupt the Interruptible Storage Services for the same reasons for which firm Storage Capacities can be interrupted pursuant to the terms agreed in the Gas Storage Agreement and also for any other reason. The Customer has to pay the agreed remuneration for Interruptible Storage Services also in case of an interruption, unless the Gas Storage Agreement explicitly sets out that the Customer must only pay for the Interruptible Storage Services to the extent it could use the Interruptible Storage Services.

## **3 KYC AND FINANCIAL ASSESSMENT**

- 3.1** Prior to the conclusion of a Gas Storage Agreement or of a Framework Agreement and from time to time during the contractual relationship, the SSO will carry out a Know Your Customer (hereinafter referred to as the "KYC") screening process of the Applicant and the Applicant shall provide the SSO with all necessary cooperation during this process. The KYC process must also be completed for the Assignee prior to the allocation of the Assignment of the Gas Storage Agreement or part thereof service as well as for the transferee before the acceptance by the SSO of a Transfer of Capacity Rights under Gas Storage Agreement service. Any other gas market participant who is not the Applicant may also voluntarily undergo the KYC process.

The SSO shall have the right to refuse the allocation of a Storage Service and/or not to agree to its provision until the KYC process has been completed, or in the event of its completion with a negative result (e.g. if the Applicant is on a Sanction List, does not have required licenses or does not provide sufficient information to verify its controlling persons).

The SSO shall be entitled to require the Customer to submit KYC related information and documents, and any other information which the SSO requires for the fulfilment of the SSO's obligations under statutory laws, at any time during the contractual relationship between the SSO and the Customer.

The Customer is obliged to immediately inform the SSO of any significant change in the

information and documents related to KYC and provide the SSO the necessary cooperation as regards the continuous verification of information reviewed under the KYC.

Before and during the contractual relationship between the SSO and the Customer, the SSO shall verify the conditions that the Customer must comply with in accordance with KYC, in particular whether the Customer (or a person controlled by or controlling the Customer or its ultimate beneficial owner or a person who is its statutory body) is not on the Sanctions List.

Before commencing the provision of the Storage Service as well as in the course of its provision, the Customer shall without undue delay notify the SSO if the Customer (or a person controlled by it or controlling it or its ultimate beneficial owner or a person who is its statutory body) is on or have been added to the Sanctions List.

If, at any time before or during the provision of the Storage Service, the SSO becomes aware of facts, which, in the reasonable opinion of the SSO, indicate that the Customer (or a person controlled by it or its controlling person or its ultimate beneficial owner or a person who is its statutory body) is on the Sanctions List or, as the case may be, the Customer (or a person controlled by or controlling it or its ultimate beneficial owner or a person who is its statutory body) is subject to sanctions based on the Sanctions List, the SSO shall have the right to refuse or suspend the provision of the Storage Services to the Customer with immediate effect and/or to withdraw from any contract with the Customer, whereas such action shall not be deemed a breach of the contract between the Customer and the SSO and the SSO shall not be liable for any damages resulting therefrom. The SSO will not refuse the provision of Storage Services if a refusal to provide Storage Services or a suspension of Storage Services violated public laws, in particular EU Regulation 2271/96 as amended by Commission Delegated Regulation 1100/18 or German foreign trade laws.

- 3.2** The SSO shall assess the financial capability of the Applicant to fulfil its obligations from the Storage Service prior to the allocation of the Storage Service to the Applicant, as well as during the contractual relationship between the SSO and the Customer. It may also assess the financial capability of the Assignee prior to the allocation of the Assignment of the Gas Storage Agreement or part thereof service, as well as of the transferee before the acceptance of the Transfer of Capacity Rights under Gas Storage Agreement service, as well as of a gas market participant that has expressed only an indicative interest in the allocation of a Storage Service.
- 3.3** In assessing the financial capability of a gas market participant pursuant to point 3.2 of these General Terms and Conditions, the SSO shall first check the gas market participant's publicly available rating from a reputable rating agency (e.g. Moody's Investors Service ratings, Standard & Poor's Corporation ratings). As part of the assessment of the gas market participant's financial capability, the gas market participant shall, upon request of the SSO, submit to the SSO:
- (a) financial statements and other information relating to the assets and financial situation of the gas market participant;
  - (b) information regarding the ownership structure of the gas market participant as well as information on the persons controlling the gas market participant and persons controlled by the gas market participant.

## **4 DELIVERY POINT AND MARKET AREA**

- 4.1** The Customer shall make available Gas for injection into the Storage Facility at the Delivery Point, and the SSO shall hand over (deliver) Gas withdrawn from the Storage Facility to the Customer at the Delivery Point.
- 4.2** The Customer shall make available Gas for injection into the Storage Facility in accordance with the Gas Storage Agreement (in particular, in accordance with the Technical Conditions). The SSO

is entitled to reject the injection of Gas that does not comply with the requirements of the Technical Conditions or of any other requirement under the Gas Storage Agreement. The Customer shall reimburse the SSO for any costs reasonably incurred by the SSO to remedy any harm to the Storage Facility (including Gas stored in the Storage Facility) resulting from the Customer's delivery of Gas that did not comply with the Technical Conditions or with any other provision of the Gas Storage Agreement.

- 4.3 Ensuring access to the Interconnected Network is solely the responsibility of the Customer. The Customer shall also bear all fees incurred for the access to the Interconnected Network.
- 4.4 The Storage Facility is connected to the German market area "Trading Hub Europe".

## **5 NOMINATIONS AND ALLOCATION**

- 5.1 Customers exercise their request for the use of the Injection Rate or the Withdrawal Rate through Nominations and Renominations. The Nominations and Renominations must always be for a flat injection profile or flat withdrawal profile for all (remaining) hours of the relevant Gas Day. The detailed rules for submitting Nominations and Renominations to the SSO are set out in the Operational Manual. The Operational Manual also sets out the rules for allocation of the Gas quantities injected or withdrawn by the Customers into/from the Storage Facility in each hour. Nominations and Renominations are also subject to the Technical Conditions.
- 5.2 The Customer shall notify the SSO of all information necessary to establish a communication link for the purposes of Nominations/Renominations before the submission of the first Nomination at the latest. In the event that any of the information changes, the Customer shall notify the SSO of the new information in a timely manner so as not to jeopardize the proper execution of the nomination process. Each Party shall ensure that its contact persons are competent and available at all times.
- 5.3 Unless the Gas Storage Agreement provides otherwise for specific cases, the Customer shall communicate with the SSO via the Commercial Dispatching. The SSO shall provide each Customer with the data necessary to access and use the Customer Domain on the Website and with a shipper code for the Gas Storage Agreement.
- 5.4 The SSO shall have the right to use and process the information, including personal data of affected persons of the Customer, it receives from the Customer to the extent necessary to ensure proper and efficient performance of its obligations; detailed information about processing of personal data of affected persons of Customer are published on the Website under part personal data protection.
- 5.5 The rules for Nominations and Renominations set out in the Operational Manual are aligned with the rules of the Interconnected Network Operator.
- 5.6 The SSO is entitled to change the rules set out in the Operational Manual (i) if the nomination or renomination procedures of the Interconnected Network Operator change, (ii) to align the rules with generally accepted market practices for the operation of gas storage facilities, (iii) to preserve the integrity of the Storage Facility, or (iv) to enhance the efficiency of the operation of the Storage Facility or otherwise improve the Storage Services offered to Customers.

## **6 STORAGE ACCOUNT AND OWNERSHIP OF GAS**

### **6.1 Storage Account**

- 6.1.1 The SSO keeps a Storage Account for the Customer, in which it records the current stock of Gas stored by the Customer, and which is kept in energy units.

- 6.1.2** The SSO shall, as a rule, keep a separate Storage Account for each Gas Storage Agreement of the Customer.
- 6.1.3** The current level of the Customer's Gas in the Storage Facility may not exceed the Working Volume agreed in the Gas Storage Agreement.
- 6.1.4** The amount of Gas allocated to a given Customer at the Delivery Point is credited to the respective Customer's Storage Account upon Gas injection into the Storage Facility. The Storage Account shall also be credited with the amount of Gas that has been transferred to this Storage Account pursuant to the service of Transfer of Gas in the Storage Facility. The amount of Gas allocated to a given Customer at the Delivery Point is debited from the Storage Account of the respective Customer when Gas is withdrawn from the Storage Facility. The amount of Gas that has been transferred from the Storage Account pursuant to the service of Transfer of Gas in the Storage Facility shall also be debited from this Storage Account.
- 6.1.5** The SSO shall issue and deliver by email a monthly hand-over and acceptance protocol regarding the current level of Gas stock in the Storage Account by the tenth (10) Business Day of the calendar month following the end of the relevant Gas Month. The Customer is obliged to sign the protocol no later than on the fifth (5) Business Day following the delivery of the protocol pursuant to the preceding sentence, thereby expressing its agreement with the data contained in the protocol. In the event that the Customer fails to send the confirmed and signed protocol to the SSO within the stipulated period, it shall be deemed to have been agreed. If the Customer disagrees with the protocol, it is obliged to send its objections with justification to the SSO by no later than the fifth (5) Business Day following the delivery of the protocol. The Parties undertake to negotiate in order to settle the Customer's objections.
- 6.1.6** If there is a breach of an obligation under any of the Gas Storage Agreements for which a shared Storage Account is maintained, all affected Gas Storage Agreements shall be deemed to be breached pro rata.

## **6.2 Ownership of Gas**

- 6.2.1** The Customer shall inform the SSO if any third party obtains any ownership or security right in the Gas stored by the Customer in the Storage Facility or if the Customer does otherwise not have full disposition rights for the Gas stored by it in the Storage Facility. The Customer shall indemnify the SSO against all costs, litigation expenses and claims brought by third parties as a result of a breach of this obligation. The SSO is entitled to request the Customer to withdraw Gas stored by the Customer in the Storage Facility if a third party owns the Gas or has security rights in the Gas and if it is not reasonably acceptable for the SSO to store such Gas in the Storage Facility.
- 6.2.2** Injection and withdrawal of Gas to/from the Storage Facility is done together with Gas owned by other Customers in a mixed flow. The SSO does not maintain the identity of the Gas between injection and withdrawal. The Customer remains the owner of the Gas injected into the Storage Facility also during the entire period of its storage in the Storage Facility (i.e., co-ownership in the total Gas volume stored in the Storage Facility) unless it transfers the ownership to another Customer in accordance with these General Terms and Conditions.

## **7 RESTRICTION AND INTERRUPTION OF STORAGE**

- 7.1** The SSO shall be entitled to interrupt or restrict the operation of the Storage Facility if the interruption or restriction is required, in the reasonable assessment of the SSO, to (i) remedy technical faults of the Storage Facility, Emergencies, or other unplanned events which affect the ordinary operation of the Storage Facility (hereinafter referred to as the "**Unplanned Outages**"), or (ii) carry out planned maintenance measures or measures for new construction, changes and

expansion operations (measures) of the Storage Facility (hereinafter referred to as the “**Planned Outages**”).

A technical fault is a non-planned interruption or another non-planned irregularity of the Storage Facility or a non-planned interruption or another non-planned irregularity in the injection or withdrawal of Gas.

The SSO shall be entitled to restrict the firm Storage Capacities booked by the Customer to the extent necessary to take measures pursuant to the first sentence of this point 1 in relation to Planned Outages or Unplanned Outages, and the SSO shall insofar be released from its contractual obligations to provide the Storage Capacity.

## **7.2 Order of interruption of Customers in case of restrictions**

The SSO shall apply the following order and principles of restriction/interruption of the provision of Storage Capacities during Planned Outages and Unplanned Outages:

- 7.2.1** Restrict and, if insufficient, interrupt the provision of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate and Within-Day Injection Rate/Within-Day Withdrawal Rate allocated based on the principle of “first come first served” in reverse order, i.e. the lastly allocated Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate and Within-Day Injection Rate/Within-Day Withdrawal Rate shall be restricted or interrupted first;
  - 7.2.2** Restrict and, if insufficient, interrupt the provision of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate which had been allocated based on the “pro rata” mechanism also based on the “pro rata” mechanism taking into consideration the ratio between them and the extent of the limitation of the technical capabilities of the Storage Facility;
  - 7.2.3** Restrict and, if insufficient, interrupt the provision of other interruptible Storage Capacities. Interruptible Injection Rate/interruptible Withdrawal Rate, the Nomination/Renomination of which has already been confirmed by the SSO, shall be restricted by the SSO taking into account the percentage of utilization of the allocated interruptible Injection Rate/interruptible Withdrawal Rate under the Gas Storage Agreement, whereas firstly the interruptible rates with the highest percentage of utilization as per the Nomination/Renomination on a given Gas Day will be restricted; if the percentage of utilization of the allocated interruptible service under the Gas Storage Agreement is the same, then the allocated interruptible services shall be restricted in a way to maintain the same percentage of utilization;
  - 7.2.4** Restrictions of firm Storage Capacities will be allocated to the Customers who have booked firm Storage Capacities in such a way that firm Injection Rate/Withdrawal Rate, the Nomination/Renomination of which has already been confirmed by the SSO, shall be restricted by the SSO taking into account the percentage of utilization of the allocated firm services under the Gas Storage Agreement, whereas firstly the firm services with the highest percentage of utilization according to the Nomination/Renomination on a given Gas Day shall be restricted; if the percentage of utilization of the allocated firm service under the Gas Storage Agreements is the same, then the allocated firm services shall be restricted in a way to maintain the same percentage of utilization.
  - 7.2.5** If the relevant restrictions are known before 18:00 CET on the preceding Gas Day, the SSO shall first reduce any Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate offered to the Customers. The SSO shall then restrict any interruptible Storage Services booked by the Customers in accordance with the rules for interruption agreed in the Gas Storage Agreements. Lastly, the SSO shall restrict the firm Storage Capacities booked by the Customers on a pro rata allocation basis between all Customers.
- 7.3** The Customer acknowledges that maintenance activities, and the restriction of storage services during maintenance periods, are necessary part of any storage operation. The remuneration

payable by the Customers for the firm Storage Capacities takes into account that each Storage Capacity can be unavailable for a total of 336 hours per Storage Year (calculated on a 100%-unavailability for each of Injection Rate, Withdrawal Rate and Working Volume). The Customer shall, therefore, only be released from its payment obligations for any firm Storage Capacity booked by the Customer if the relevant firm Storage Capacity (i.e. Injection Rate, Withdrawal Rate and/or Working Volume) is unavailable for a total period of more than 336 hours per Storage Year because of measures taken by SSO pursuant to point 1 of these General Terms and Conditions in relation to Planned Outages or Unplanned Outages. If only part of the booked firm Storage Capacity is unavailable during a certain period, the relevant percentage of the reduction of the firm Storage Capacity will be multiplied with the period of unavailability (e.g. if only 50% of the firm Injection Rate is unavailable for two hours, this will count as one hour of unavailability of the Injection Rate).

The SSO will record all periods (start time, end time and total time in minutes as well as the percentage of unavailability) during which the firm Storage Capacities are restricted because of measures taken by SSO in accordance with point 1 of these General Terms and Conditions in relation to Planned Outages or Unplanned Outages.

If the relevant Storage Capacity booked by the Customer is restricted for a total period of more than 336 hours per Storage Year (calculated based on 100% unavailability as set out above), the Customer shall be released from its payment obligations for the affected firm Storage Capacity on a pro rata basis (i.e. only to the extent the firm Storage Capacity is restricted) for each additional full hour of restriction or interruption exceeding 336 hours. The release shall for each full hour be calculated as  $1/8,760$  of the annual remuneration payable by the Customer to the SSO for the restricted or interrupted Injection Rate, Withdrawal Rate and/or Working Volume, as applicable. For this purpose, the remuneration that is agreed to be payable for the Storage Capacity booked under the Gas Storage Agreement (i.e. without specifying to what extent the remuneration relates to Working Volume, Injection Rate and Withdrawal Rate) is allocable to (i) Injection Rate with 30%, (ii) Withdrawal Rate with 40% and (iii) Working Volume with 30%. By way of examples: If the contingency of 336 hours has been exceeded for the firm Withdrawal Rate booked by the Customer and:

- (a) the firm Withdrawal Rate is fully interrupted for another hour, the Customer will be released from paying: (i) the amount of the annual remuneration agreed for all Storage Capacities divided by 8,760 and multiplied by 0.4 and (ii) the amount of the annual remuneration specifically agreed for Additional Withdrawal Rate (if any) divided by 8,760; or
- (b) 50% of the firm Withdrawal Rate is interrupted for another hour, the Customer will be released from paying: (i) the amount of the annual remuneration agreed for all Storage Capacities divided by 8,760, multiplied by 0.4 and multiplied by 0.5 and (ii) the amount of the annual remuneration specifically agreed for Additional Withdrawal Rate (if any) divided by 8,760 and multiplied by 0.5.

If the Customer has booked the Storage Capacities for less than the full Storage Year, the contingency of 336 hours for maintenance during such Storage Year resulting in an unavailability of any firm Storage Capacity will still apply. The release of the Customer from the obligation to pay the remuneration for the relevant Storage Capacity for an hour in which the Storage Capacity is restricted beyond the contingency of 336 hour in the Storage Year shall be calculated by dividing (i) the remuneration payable for the total Storage Period by (ii) the number of hours of the relevant Storage Period (instead of dividing by 8,760), and otherwise as set out above (i.e. by multiplying with the relevant Storage Capacity's weight in the total remuneration and with the percentage of reduction).

If the Customer has booked firm Storage Capacities and Interruptible Storage Services for the relevant Storage Year, and the Gas Storage Agreement does not specify to what extent the

remuneration for the relevant Storage Capacities relates to the firm and to the interruptible Storage Capacities, the total remuneration for the relevant firm plus interruptible Storage Capacity shall be allocated between firm and interruptible Storage Capacities by using a weighting factor of one (1) for firm Storage Capacities and a weighting factor of zero point nine (0.9) for interruptible Storage Capacities.

- 7.4** SSO shall publish on the Website the nature and extent of planned maintenance measures that lead to a restriction of the Storage Capacities and inform the Customers via email. SSO shall make this publication reasonably in advance of the planned maintenance measures. In the case of technical faults or other Unplanned Outages that lead to a restriction of the Storage Capacities, SSO shall publish these Unplanned Outages and the required remedial measures on the Website and inform the Customers via email and urgent market message without undue delay after the Unplanned Outage has occurred.
- 7.5** SSO shall use reasonable endeavors to schedule Planned Outages in a manner that mitigates the restrictions for the Customers. SSO is entitled to change any schedule for Planned Outages provided that changes that are notified to the Customers less than (14) calendar days in advance of the planned commencement of the relevant measures shall only be made if such short-term change is required for technical or geological reasons.
- 7.6** Following an interruption or restriction of the storage operation, the resumption of the storage operation shall be carried out in stages if necessary due to operational, logistical and supply-related circumstances. If the storage operation is resumed at an earlier or later time than initially notified to the Customer, SSO shall without undue delay inform the Customers about the resumption of the storage operation and the availability of the Storage Capacities booked by the Customer.

## 8 SECURITY

- 8.1** If the results of the assessment of the Customer's, Applicant's or gas market participant's financial capability pursuant to point 3 of these General Terms and Conditions indicate a need of increased credit assurance, the Customer, Applicant or gas market participant shall be obliged to provide the SSO, at the SSO's request, with adequate security to cover its obligations under the Gas Storage Agreement. The security shall be provided by the Customer, Applicant or gas market participant in accordance with the terms and conditions set out in these General Terms and Conditions. The Customer, Applicant or gas market participant shall provide the SSO with one or more of the following forms of security subject to the terms and conditions specified by the SSO:

- (a) Bank Guarantee; and/or
- (b) Parent company guarantee.

Subject to a written agreement between the SSO and the Customer on the content of:

- (a) Pledge; and/or
- (b) Cash collateral; and/or
- (c) other form of security,

the Customer may provide such forms of security instead of a Bank Guarantee or parent company guarantee.

### 8.1.1 Bank Guarantee

- (a) An original of an irrevocable bank guarantee established in favor of the SSO, which must be issued by a bank with a minimum credit rating of A3 as rated by Moody's Investors Service ratings or A- as rated by Standard & Poor's Corporation ratings or A- as rated by

Fitch, in an amount at least equal to the Customer's expected payment obligations under the Gas Storage Agreement for three (3) months (hereinafter referred to as the "**Bank Guarantee**").

- (b) The Customer is obliged to submit the Bank Guarantee at the time agreed in the Gas Storage Agreement or, if the time for submission of the Bank Guarantee is not specified in the Gas Storage Agreement, by the earlier of:
  - (i) two (2) weeks after the Customer has booked the Storage Services to which the Bank Guarantee relates; or
  - (ii) two (2) Business Days before the commencement of the Storage Services to which the Bank Guarantee relates.
- (c) The Bank Guarantee must explicitly state that:
  - (i) it is valid and effective from the date of provision of the Storage Service until the end of the second month following the month in which the Gas Storage Agreement expires, and that it will not expire if the SSO has raised any claim under the Bank Guarantee;
  - (ii) the SSO shall be entitled to exercise the Bank Guarantee if the Customer has failed to fulfil any of its obligations under the Gas Storage Agreement and
  - (iii) shall be payable by the bank without objection on first demand within five (5) Business Days after the delivery of a written demand for payment sent by the SSO.

#### 8.1.2 Parent company guarantee

The Customer can provide security in the form of a parent company guarantee, subject to an assessment of its financial capability as well as the financial capability of its parent company by the SSO. The provisions set out in point 8.1.1 of these General Terms and Conditions shall apply mutatis mutandis to the parent company guarantee except that the minimum credit rating of the parent company issuing the guarantee shall be Baa2 as rated by Moody's Investors Service ratings or BBB as rated by Standard & Poor's Corporation ratings or BBB as rated by Fitch.

- 8.2 The SSO shall be entitled to require the Customer to provide security or to increase it or to require another form of a security in accordance with the Gas Storage Agreement also any time after the Gas Storage Agreement has been signed and the Customer shall, within five (5) Business Days of the receipt of such a written request, provide the SSO with the security in accordance with this written request. The SSO shall be entitled to require the Customer to provide a security pursuant to the first sentence in the event of a Material Adverse Change of Circumstances. "**Material Adverse Change of Circumstances**" means any of the following circumstances:

- (a) **Expiration or compromise of the security**, i.e. the security provided has expired, been revoked, modified, ceased to be valid and effective, has been called into question or is inadequate;
- (b) **Impaired performance**, i.e. where, in reasonable judgment of the SSO, the Customer's ability to perform its obligations under the Gas Storage Agreement is materially impaired;
- (c) **A change of control of the Customer**, i.e. a change of control of the Customer (regardless of whether it occurred as a result of a merger, reorganization, consolidation or a similar transaction, liquidation or dissolution, sale of shares or other interest or a sale of all or significant assets) has occurred, either through one or more related transactions. For the purposes of this point 8 of these General Terms and Conditions, control in relation to a legal person means the power, direct or indirect (through one or more intermediaries), of a person to cause the legal person to be managed in accordance with the instructions of that person by holding of shares or the exercise of voting rights or by virtue of any powers

conferred by the constituent or company documents or by shareholders' or similar agreements.

- 8.3** If a part of the provided security is exhausted, the SSO has the right to ask the Customer to replenish it to the original amount. The replenishment of the amount of a security must be made within fifteen (15) calendar days of the date on which the SSO requested the replenishment of the security.
- 8.4** If the Customer fails to provide a security in accordance with this point 8 of these General Terms and Conditions and/or the Gas Storage Agreement, the SSO shall be entitled to refuse to provide the Storage Service and shall have the right to withdraw from the Gas Storage Agreement. During the period of the Customer's delay in providing security in accordance with the Gas Storage Agreement, the SSO shall be entitled to withhold the performance of its obligations under the Storage Service and the Customer shall continue to pay for the Storage Service during this period.
- 8.5** The SSO shall return any security provided by the Customer if, in the reasonable opinion of the SSO, the financial situation of the Customer has improved so that no credit support is reasonably required to secure the Customer's payment obligations under the Gas Storage Agreement. Upon request by the Customer, the SSO shall review the financial situation of the Customer and, if appropriate, reduce the amount of security to be provided by the Customer. Upon termination of the Gas Storage Agreement and fulfillment of all of the Customer's payment obligations under the Gas Storage Agreement, the SSO, based on the Customer's request, shall return all securities provided by the Customer to the SSO.

## 9 LIABILITY AND FORCE MAJEURE

### 9.1 Liability

- 9.1.1** Each Party is liable to the other Party for injuries to life, body or health resulting from a breach of contractual obligations if such Party itself or any of its servants or agents (*Erfüllungsgehilfen*) has acted with willful misconduct (*Vorsatz*) or negligence (*Fahrlässigkeit*). Each Party's liability to the other Party for injuries to life, body or health is limited as follows:
- (a) No limitation of liability applies if an injury to life, body or health was caused by willful misconduct.
  - (b) No limitation of liability applies if an injury to life, body or health is caused by gross negligence (*grobe Fahrlässigkeit*) of the Party itself (including its legal representatives (*gesetzliche Vertreter*)).
  - (c) For all other incidents not covered by (a) or (b) above and occurring in the same Storage Year, the liability of a Party for injuries to life, body or health is limited to a total maximum amount of EUR 10 million.
- 9.1.2** The SSO is liable to the Customer for Gas losses resulting from a breach of contractual obligations if the SSO or any of its servants or agents has acted with willful misconduct or negligence. The liability of the SSO to the Customer for Gas losses is limited as follows:
- (a) No limitation of liability applies if Gas losses are caused by willful misconduct.
  - (b) For all Gas losses caused by gross negligence of the SSO itself (including its legal representatives) and occurring in the same Storage Year, the liability of the SSO is limited to a total maximum amount of EUR 2.5 million. If the SSO is liable according to this point 1(b) to more than one Customer for the same damaging event, the total liability of the SSO to all Customers shall be limited to an aggregate amount of EUR 10 million. If the aggregate individual damage claims of all Customers exceed EUR 10 million, each proven individual damage claim shall be reduced in the ratio of EUR 10 million to the total of all

proven damage claims. For purposes of such calculation, individual claims shall not be taken into account to the extent they exceed EUR 2.5 million.

- (c) For all other Gas losses not covered by (a) or (b) above and occurring in the same Storage Year, the liability of the SSO is limited to a total maximum amount of EUR 1,000,000. If the SSO is liable according to this point 1(c) to more than one Customer for the same damaging event, the total liability of the SSO to all Customers shall be limited to an aggregate amount of EUR 1,500,000. If the aggregate individual damage claims of all Customers exceed EUR 1,500,000, each proven individual damage claim shall be reduced in the ratio of EUR 1,500,000 to the total of all proven damage claims. For purposes of such calculation, individual claims shall not be taken into account to the extent they exceed EUR 500,000.

**9.1.3** The liability of each Party to the other Party for damage or losses not covered by points 1 or 1 of these General Terms and Conditions and resulting from a negligent breach of contractual obligations shall be limited as follows:

- (a) For damages or losses caused by gross negligence of the Party itself (including its legal representatives) and occurring in the same Storage Year the liability of such Party shall be limited to a total maximum amount of EUR 1,000,000;
- (b) For damages or losses caused by simple negligence of the Party itself (including its legal representatives) or gross negligence of the servants or agents of the Party and occurring in the same Storage Year the liability of such Party shall be limited to a total maximum amount of EUR 200,000;
- (c) The liability of a Party for simple negligence of its servants or agents shall be excluded.

**9.1.4** The Customer shall be obliged to agree with its customers that limitations to liability in its favor shall also apply in favor of the SSO.

**9.1.5** The limitations of liability in this point 9 shall also apply to any claims in tort or otherwise made directly against the employees, contractors or corporate bodies of either Party as well as against the legal representatives, servants or agents (including their employees, contractors or corporate bodies) of either Party.

## **9.2 Force majeure**

**9.2.1** A Party shall be released from its obligations under the Gas Storage Agreement for so long as and to the extent that it is prevented from carrying out the relevant obligations because of force majeure. The other Party shall be relieved from its corresponding obligations.

**9.2.2** Force majeure means any event beyond the control of the affected Party and which the Party could not reasonably have avoided or overcome acting in accordance with prudent operating practice and which make it impossible for the Party to perform or procure performance of its obligation under the Gas Storage Agreement. This includes governmental acts and public bans, natural catastrophes, war, Emergency, acts of terrorism, fires and explosions, epidemics and pandemics, lockouts and strikes.

**9.2.3** The Party affected by force majeure shall inform the other Party of the disruption without undue delay, including a non-binding estimate of the extent and expected duration of its inability to perform its obligations. This Party shall use commercially reasonable efforts to mitigate and overcome the effects of the force majeure and shall, during the continuation of the force majeure, provide the other Party with reasonable updates of the extent and expected duration of its inability to perform its obligations.

**9.2.4** In case of an Emergency, the Customer shall comply with any instruction of the SSO or the Interconnected Network Operator.

## 10 INVOICING AND PAYMENT TERMS

- 10.1** For the purposes of this point 10 of these General Terms and Conditions:
- (a) debtor means the Party who has a monetary obligation (payment obligation) towards the other Party;
  - (b) creditor means the Party to whom the other Party has a monetary obligation (payment obligation), i.e. the Party who has a monetary claim against the other Party.
- 10.2** Payments by the debtor to the creditor shall be made on the basis of issued and delivered invoices. The debtor shall be obliged to pay the invoiced amount in full in euros. If a variable symbol is stated in the invoice, the debtor is obliged to use this variable symbol in the payment transaction.
- 10.3** The debtor is obliged to fulfil his monetary obligation (payment obligation) by bank transfer to the creditor's bank account. All costs (including bank charges) associated with the bank transfer shall be borne by the debtor.
- 10.4** The maturity of the invoice shall be fourteen (14) calendar days from the day/date of its delivery to the other Party, unless otherwise agreed in the Gas Storage Agreement. For the avoidance of doubt, if a different maturity is stated in the invoice, the maturity according to the preceding sentence shall apply.
- 10.5** If the end of the period for the fulfilment of a monetary obligation (payment obligation) falls on a calendar day that is not a Business Day, the end of the period for the fulfilment of that monetary obligation (payment obligation) shall be the next Business Day following that calendar day.
- 10.6** The day of fulfilment of the monetary obligation (payment obligation) of the debtor shall be deemed to be the day on which the owed amount is credited to the creditor's bank account.
- 10.7** In the event of debtor's delay in payment of his monetary obligation (payment obligation), the creditor is entitled to invoice interest on late payment in the amount of the European Central Bank base rate valid on the first day of the delay in fulfilling of the monetary obligation (payment obligation) increased by ten (10) percentage points per annum (360 days) from the owed amount, whereas the interest on late payment shall be calculated for each (even a started) day of delay. This is without prejudice to the right to compensation for damages. If the European Central Bank base rate valid on the first day of the delay in fulfilling of the monetary obligation (payment obligation) is negative, it will be deemed to be zero for the purpose of calculating the interest on late payment (i.e. in this case the rate of 10% per annum shall be applied for the purposes of calculating the interest on late payment).
- 10.8** All prices, fees and their components agreed in, or applied on the basis of, a Gas Storage Agreement are exclusive of value added tax (VAT), excise taxes, customs duties and other similar payments (charges) stipulated by valid generally binding legal regulations, whereas these shall be invoiced/applied in accordance with valid generally binding legal regulations. In the event that either new taxes, duties and fees (hereinafter collectively referred to as "**Fees**") are introduced, or the existing Fees are increased after the conclusion of the Gas Storage Agreement as a result of legislative changes or a decision of the Interconnected Network Operator which the SSO is obliged to pay when providing services under the Gas Storage Agreement, the SSO shall have the right to unilaterally increase the price agreed in the Gas Storage Agreement or the fees applicable in accordance with the Gas Storage Agreement and/or the Price List exclusively to the extent corresponding to such new Fees or the difference between the new amount of the Fees and their original amount, as the case may be, or to charge the Customer the Fees and the Customer shall in this case be obliged to pay them to the SSO. In the event of the exercise of the right under the above, the SSO shall, without undue delay, send to the Customer a written notice of the commencement of the exercise of that right, containing accurate and complete

information about the adjustment of the price and/or Fees and the reason for this adjustment, together with evidence of the reason for the adjustment, or, as the case may be, accurate and complete information about the charging of the Fees to the Customer and the reason for the charging of the Fees, together with evidence of this reason.

- 10.9** Upon request of the SSO, the Customer shall provide tax documents and declarations, in particular the VAT registration certificate and other taxes registration certificates issued by the relevant tax authority, within five days of the request.
- 10.10** In case the Customer is based abroad, no German Value Added Tax shall be accounted for as the reverse charge mechanism applies (*Übernahme der Steuerschuldnerschaft*), for that Value Added Tax is declarable in accordance with the corresponding law of the state concerned.
- 10.11** The invoicing period is usually a calendar month. For invoicing purposes, a Gas Month is considered a calendar month and a Gas Day is considered a calendar day.
- 10.12** Method of invoicing and deadline for issuing and delivering an invoice:
- (a) The price for the Storage Services referred to in points 2.3 and 2.4.1 of these General Terms and Conditions agreed in the Gas Storage Agreement shall represent the price for the whole Storage Period.
- This price will be invoiced monthly in proportion to the number of Gas Months of the agreed period. If the agreed Storage Period does not commence on the first Gas Day of a Gas Month and/or does not end on the last Gas Day of a Gas Month, a proportional part of that price, attributable to the number of Gas Days of that incomplete Gas Month, will be invoiced for such incomplete Gas Month.
- The invoice will be issued monthly and delivered for each Gas Month of the Storage Period no later than on the fourteenth (14th) calendar day of the respective month. If the beginning of the Storage Period is set to a day other than the first Gas Day of the Gas Month, the first invoice (for such incomplete Gas Month) will be issued and delivered within fourteen (14) calendar days of the agreed period.
- The supply of a service invoiced pursuant to this point 10.12(a) is, within the meaning of German legislation relating to value added tax, a repeated supply of a service that takes place within repeated agreed time periods.
- (b) The price for the Storage Services referred to in points 2.5 and 2.6 of these General Terms and Conditions, which the Customer is obliged to pay to the SSO in accordance with the Gas Storage Agreement, shall be determined in the Gas Storage Agreement and/or the Price List.
- The invoice for the aforementioned services shall be issued by the SSO and delivered to the Customer no later than on the fourteenth (14th) calendar day of the month following the end of the month in which these services were provided.
- (c) Other prices and fees will be invoiced and the respective invoices will be issued and delivered no later than on the fourteenth (14th) calendar day of the month following the end of the month in which the relevant services were provided, or to which the respective prices and fees relate, or to which the respective prices and fees apply, if the Gas Storage Agreement does not stipulate otherwise.
- 10.13** All invoices shall be issued in euros. Each invoice must correctly contain all the particulars and details required by the valid generally binding legal regulations and the Gas Storage Agreement. Each invoice must contain a reference to the relevant Gas Storage Agreement (contract number) and the creditor's bank account details (in the form of IBAN and SWIFT/BIC).

- 10.14** If an invoice is incorrect and/or does not contain the correct particulars and details required by the valid generally binding legal regulations and/or the Gas Storage Agreement, the Party to whom the invoice has been delivered shall be entitled within ten (10) calendar days from the day of delivery of the invoice to return the invoice without payment for correction, in which case this Party shall be obliged to state the specific reasons for such return. By a rightful return of the invoice, the maturity of the invoice shall cease to run, and the new maturity shall start anew from the day of delivery of the new (corrected) invoice. In the event of a rightful return of the invoice, the Party who issued the invoice shall be obliged to issue and deliver a new (corrected) invoice no later than five (5) calendar days from the day of the return of the invoice.
- 10.15** If a fact is discovered for which a corrective invoice (debit note or credit note) must be issued, and provided that the procedure under point 10.14 of these General Terms and Conditions has not been invoked, the Party that issued the original invoice shall be obliged to issue and deliver a corrective invoice (debit note or credit note) to the other Party within fourteen (14) calendar days from the day of discovery of the fact in question.
- 10.16** The creditor's bank account details in the form of IBAN and SWIFT/BIC stated in the invoice must be identical to the bank account details agreed in the relevant Gas Storage Agreement or to the bank account details stated in the creditor's last duly delivered notice of change of bank account details in accordance with the Gas Storage Agreement. Otherwise, the Party to whom the invoice was delivered shall have the right to return the respective invoice to the Party who issued the invoice for correction of the discrepancies.
- 10.17** A change of bank account details for the purposes of a Gas Storage Agreement may also be made in a manner other as by an amendment to the respective Gas Storage Agreement, namely by a duly written notice of change of bank account details of the respective Party delivered to the other Party. Such notice must be signed by the persons authorized to act on behalf of the respective Party as listed in the commercial register or equivalent register in the country of registered seat of the respective Party. A change of bank account details for the purposes of a Gas Storage Agreement shall take effect on the day specified in the notice of change of bank account details, but not earlier than on the tenth (10th) calendar day following the day of delivery of the notice to the other Party. If the day from which the change of bank account details is to take effect is not specified in the notice, the change of bank account details for the purposes of the Gas Storage Agreement shall take effect on the tenth (10th) calendar day following the day of delivery of the notice to the other Party.
- 10.18** The SSO and the Customer shall deliver (send and receive) all invoices in electronic format only. In order to ensure the authenticity of the origin, the integrity of the content and the legibility of the invoices:
- (a) each invoice shall be delivered (sent and received) by email and by use of email addresses in accordance with points 10.19 to 10.23 of these General Terms and Conditions as a separate file in ZUGFeRD or X-Rechnung format. Also PDF may still be accepted until 31 December 2026 with regard to the E-INVOICING law in Germany from 1 January 2025. The respective email shall contain all required attachments to the invoice, in accordance with the Gas Storage Agreement, in pdf format;
  - (b) neither Party is entitled to interfere with the invoice already issued and delivered, nor to change its content.
- 10.19** For the purpose of delivering invoices, the SSO and the Customer shall agree in the Gas Storage Agreement the Customer's email address from which invoices will be sent and the Customer's email address to which invoices will be received, and the SSO's email address from which invoices will be sent and the SSO's email address to which invoices will be received.
- 10.20** For the purpose of delivery of invoices, the Customer and the SSO shall be entitled to change the email addresses for receiving and/or sending invoices by a written notice delivered to the

other Party in accordance with point 14.1 of these General Terms and Conditions. Such change shall take effect on the day from which the change of email address is to be effective as specified in such notice, but not earlier than on the tenth (10th) calendar day following the day of delivery of such notice. If the day from which the change of email address is to take effect is not specified in the notice, the change of email address shall take effect on the tenth (10th) calendar day following the day of receipt of such notice.

- 10.21** The email addresses designated for the delivery of invoices in accordance with these General Terms and Conditions (i.e. pursuant to points 10.19 and 10.20 of these General Terms and Conditions) shall be used solely for the delivery (sending and receiving) of invoices and the required attachments to invoices.
- 10.22** The invoice shall be deemed to have been delivered on the day of sending of the invoice from the email address of the sender (the Party who issued the invoice) designated for sending invoices pursuant to points 10.19 and 10.20 of these General Terms and Conditions to the email address of the recipient (the Party to whom the invoice has been issued) designated for receiving invoices pursuant to points 10.19 and 10.20 of these General Terms and Conditions.
- 10.23** The Customer and the SSO declare that they have access to the email addresses they have designated in accordance with these General Terms and Conditions for delivery of invoices (i.e. pursuant to points 10.19 and 10.20 of these General Terms and Conditions) and that receiving of invoices from the other Party will not be blocked on their side in any way. The Customer and the SSO shall be obliged to take measures to enable the receiving of invoices from the other Party to the email addresses designated by them.
- 10.24** Communication between the Customer and the SSO for the purpose of fulfilling the rights and obligations under this point 10 of these General Terms and Conditions shall be preferably conducted by email.

## **11 GAS NOT WITHDRAWN**

- 11.1** Unless otherwise agreed between the SSO and the Customer, the Customer shall be obliged to withdraw the full amount of Gas from the Storage Facility before the expiry of validity and effectiveness of the Gas Storage Agreement. The Customer may, with the consent of the SSO, transfer unwithdrawn Gas to another Storage Account held by the SSO for the Customer under another valid and effective Gas Storage Agreement, using the service of Transfer of Gas in the Storage Facility in accordance with these General Terms and Conditions, on the last Gas Day of validity of the Gas Storage Agreement, whereas such transfer shall be deemed to be included in the storage price agreed in the Gas Storage Agreement from which the Gas is being transferred.
- 11.2** If the Customer does not withdraw the entire quantity of Gas from the Storage Facility nor does he transfer it to another Storage Account pursuant to point 1 of these General Terms and Conditions, the SSO shall be entitled to sell all or part of the unwithdrawn Gas in an appropriate manner for the account of the Customer. From the proceeds of the sale, which the SSO shall be obliged to return to the Customer without undue delay, the SSO may deduct:
- (a) the price for the storage of such Gas in the Storage Facility, corresponding to the price for the provided Storage Services (e.g. price for Firm Working Volume, Interruptible Withdrawal Rate, variable fees, Transfer of Gas in the Storage Facility) applied appropriately in accordance with the prices set out in the Price List in force and published on the Website at the time when the SSO provides the relevant Storage Services, for the period from the expiry of the effectiveness of the Gas Storage Agreement until the date of sale of the unwithdrawn Gas;
  - (b) the costs incurred in connection with selling the unwithdrawn Gas;

- (c) any damages suffered by the SSO as a result of the Customer not having withdrawn its entire Gas upon the expiry of the effectiveness of the Gas Storage Agreement;
  - (d) contractual penalty in the amount of the price pursuant to point 11.2(a) and in addition to the amount pursuant to point 11.2(a); the contractual penalty will be credited (*angerechnet*) against any damage claim pursuant to point 11.2(c), but without prejudice to the right of the SSO to claim compensation for damages which exceed the contractual penalty;
  - (e) any rights and claims it has against the Customer in connection with the Gas Storage Agreement.
- 11.3** In the event that the Customer fails to withdraw the full amount of Gas from the Storage Facility before the expiry of validity and effectiveness of the Gas Storage Agreement due to the fact that the SSO has exercised its right of retention on the Gas in accordance with applicable law, the SSO shall be entitled to store all or part of the unwithdrawn Gas in the Storage Facility or in any other gas storage, in each case at the expense of the Customer. In such case, the SSO is entitled, in particular, to charge to the Customer (a) the price for Firm Working Volume as long as the Gas remains in the Storage Facility and (b) any expenses incurred by SSO for storing the Gas in another gas storage.
- 11.4** If during the term of the Gas Storage Agreement the Customer has stored more Gas than the contractually agreed amount, the Customer shall, in cooperation with the SSO, remedy this situation at its own expense within the period specified by the SSO in a written notice delivered to the Customer and pay to the SSO the price for the storage of such Gas in the Storage Facility, which corresponds to the price for the provided Storage Services (e.g. price for Interruptible Working Volume, Interruptible Injection/Withdrawal Rate, variable fees, Transfer of Gas in the Storage Facility) in accordance with the prices set out in the Price List published on the Website at the time when the SSO provides the relevant Storage Services, for the period during which the Customer has stored a quantity of Gas greater than the contractually agreed amount. If the Customer fails to comply with this condition within the period referred to in the preceding sentence, the SSO shall be entitled to sell the excess quantity of Gas on the Customer's account and reduce the quantity of stored Gas to the contractually agreed amount. The SSO shall be obliged to deliver the proceeds of the sale to the Customer without undue delay, whereas the SSO is entitled to deduct:
- (a) the price for the storage of such Gas in the Storage Facility, corresponding to the price for provided Storage Services (e.g. price for Interruptible Working Volume, Injection/Withdrawal Rate, variable fees, Transfer of Gas in the Storage Facility) applied appropriately in accordance with the prices set out in the Price List published on the Website at the time when the SSO provides the relevant Storage Services, for the period during which the Customer stored more Gas than contractually agreed;
  - (b) the costs incurred in connection with the sale of unwithdrawn Gas;
  - (c) any damages suffered as a result of the Customer storing a higher amount of Gas than contractually agreed;
  - (d) any rights and claims it has against the Customer in connection with the Gas Storage Agreement.

## 12 WITHDRAWAL FROM THE GAS STORAGE AGREEMENT

**12.1** The Customer is entitled to withdraw from any Gas Storage Agreement in writing if:

- 12.1.1** The SSO materially breaches the Gas Storage Agreement, whereby a material breach shall be deemed to be a circumstance where, within a period of three (3) consecutive months, the SSO

has repeatedly failed to fulfil duly confirmed injection or withdrawal nominations without good reason or for reasons other than those set out in the Gas Storage Agreement and the SSO has not provided/offered substitute performance or other compensation for the non-fulfilment of such requirements, where the reason for the SSO's failure to fulfil the requirement is not caused by the Customer or the Interconnected Network Operator.

**12.1.2** One of the following circumstances occurs:

- (a) the SSO files a petition with the court for the declaration of insolvency or restructuring of the SSO; and/or
- (b) the SSO is insolvent; and/or
- (c) the court declares the SSO is insolvent or approves a restructuring, or dismisses the insolvency due to lack of assets of the SSO; and/or
- (d) the general assembly of the SSO decides to dissolve the SSO and liquidate it; and/or
- (e) the competent court has made a final order for the dissolution and/or liquidation of the SSO on the court's own initiative or on the basis of a petition by a third party.

**12.2** The SSO is entitled to withdraw in writing from any Gas Storage Agreement if:

**12.2.1** The Customer materially breaches contractual obligations. The following points 1(a)-(f) shall be a non-exhaustive list of breaches by the Customer which are deemed to be a material breach of the Customer's contractual obligations:

- (a) The Customer fails to pay any amount owed to the SSO when the payment is due and does not remedy the payment default within the period set by the SSO in a warning notice to the Customer. The period set by the SSO in its warning notice for remedying the payment default shall be reasonable, provided that a period of ten (10) Business Days shall in any case be deemed reasonable; and/or
- (b) The Customer fails to return the Gas provided by the SSO in accordance with the relevant Gas Storage Agreement, e.g. Inverse Storage; and/or
- (c) The Customer fails to comply with the mandatory injection/withdrawal into/from the Storage Facility in case of provision of Storage Capacity with Compulsory Flows and/or Storage Capacity with Adjustable Compulsory Flows; and/or
- (d) The Customer fails to provide the security including its increase required by the SSO in accordance with the Gas Storage Agreement; and/or
- (e) The SSO demonstrates that the Customer provided false or misleading information and/or documents to the SSO within the KYC procedure or those relevant for the financial evaluation of the Customer by the SSO or those necessary for tax purposes; and/or
- (f) The Customer has materially breached any other contract entered into with the SSO or with any affiliate of the SSO if such material breach triggered a right for the SSO or its affiliate to terminate the other contract and if the SSO or the relevant affiliate of the SSO has declared the termination of the other contract due to the material breach of the Customer.

**12.2.2** One of the following circumstances occurs:

- (a) the Customer files a petition in court for the Customer's insolvency or restructuring and/or similar act under the law of the Customer's country of domicile; and/or
- (b) the Customer is insolvent or is in another similar position that is equivalent to insolvency under the law of the Customer's country of domicile; and/or

- (c) the court declares the Customer is insolvent or approves a restructuring or dismisses the insolvency due to lack of Customer's assets and/or similar legal effects equivalent to the above occur under the law of the Customer's country of domicile; and/or
  - (d) the general assembly of the Customer decides to dissolve the Customer and wind it up; and/or
  - (e) the competent court has made a final order for the dissolution and/or liquidation of the Customer on the court's own initiative or on the basis of a petition by a third party; and/or
  - (f) enforcement of a decision or execution proceedings in relation to the Customer's property (at the stage after the issuance of an enforcement order) are pending on the basis of a final and enforceable decision and/or an enforcement order; and/or
  - (g) the Customer's actions demonstrably threaten or could materially threaten the security of the Storage Facility or of the Interconnected Network; and/or
  - (h) the Customer (or a person controlled by or controlling the Customer or its ultimate beneficial owner or a person who is a statutory body of the Customer) has been sanctioned under the Sanctions List.
- 12.3** In case that any of the events set out above occur, the withdrawing Party shall be entitled to withdraw from the affected Gas Storage Agreement or from all Gas Storage Agreements entered into by the Parties if it notifies the breaching Party in writing.
- 12.4** Withdrawal from the Gas Storage Agreement must be made in writing and delivered to the other Party. Withdrawal from the Gas Storage Agreement shall take effect on the date of its delivery to the other Party.
- 12.5** Withdrawal from the Gas Storage Agreement shall not affect claims for compensation for damages arising from breach of the Gas Storage Agreement, claims for payment of contractual penalties and interest on late payment, claims arising from provisions on the provision of security, or contractual provisions relating to the settlement of disputes between the Parties and other provisions, which, according to the expressed intention of the Parties or by their nature, are intended to survive the termination of the validity and effectiveness of the Gas Storage Agreement. The Customer shall pay a contractual penalty to the SSO if the SSO terminates the Gas Storage Agreement because of a breach by the Customer of its obligations under the Gas Storage Agreement. The contractual penalty shall be equal to the outstanding remuneration that would have been payable by the Customer to the SSO for the remainder of the Storage Period for the Storage Capacities booked by the Customer under the terminated Gas Storage Agreement. The contractual penalty shall not be reduced by cost savings of the SSO (if any) or income from selling the terminated Storage Capacities to other customers.
- 12.6** In case either Party terminated the Gas Storage Agreement, the SSO shall be entitled to demand immediate return of the Gas it has provided to the Customer (e.g. under the Inverse Storage service).

## 13 DISPUTE RESOLUTION

### 13.1 Dispute and its resolution

The Parties shall attempt in good faith to settle amicably any disputes or disagreements arising from or in connection with the Gas Storage Agreement, including disputes pertaining to the validity of this Gas Storage Agreement, (hereinafter referred to as the "Dispute") without immediately resorting to court or arbitration proceedings.

In the event of a Dispute, the Party claiming the existence of a Dispute between the Parties shall

deliver to the other Party a written notice in which it proposes that the Parties attempt to resolve the dispute amicably (hereinafter referred to as the **“Notice of Dispute”**).

The Notice of Dispute shall contain, in particular, a description of the Dispute, a proposal for Dispute resolution, and the identification of the persons who will be authorized to negotiate the Dispute on behalf of the Party under this point 13.1. In response to the Notice of Dispute, the other Party shall notify, in writing, the persons who will be authorized to negotiate the Dispute on behalf of that Party and shall do so no later than five (5) Business Days from the day of delivery of the Notice of Dispute.

If the Parties fail to agree on a complete resolution of the Dispute within thirty (30) calendar days from the day of delivery of the Notice of Dispute to the other Party, the Dispute shall be finally settled pursuant to point 13.2, unless the Parties agree otherwise in writing. The Parties may also agree, in writing, on extending the time limits under the preceding sentence.

## **13.2 Arbitration**

- 13.2.1** If the Parties fail to settle the Dispute under point 13.1 and fail to agree otherwise in writing, the Dispute shall be finally settled in accordance with the arbitration rules (*DIS-SchO*) of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V., DIS*), as in effect at the time of initiation of the relevant arbitration proceedings (hereinafter referred to as the **“DIS Rules”**), without recourse to the ordinary courts of law (save for interim measures of protection which a Party may request from an ordinary court in accordance with section 25.3 DIS-SchO). The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Munich. The language of the arbitral proceedings shall be English. Written (*schriftlich*) evidence in the German language will not have to be accompanied by a translation into the English language. The arbitral tribunal shall be authorized to order that written evidence in any other language than German shall be accompanied by an English translation.
- 13.2.2** Where the amount in a Dispute does not exceed 500,000 EUR, the arbitration tribunal shall be composed of a sole arbitrator to be chosen and appointed in accordance with the DIS Rules.
- 13.2.3** The arbitral tribunal shall decide on the basis of the wording of the Gas Storage Agreement in accordance with the governing law of the Gas Storage Agreement, and this decision shall be final, enforceable and binding for the Parties.

# **14 FINAL PROVISIONS**

## **14.1 Delivery of Notices**

All notices under the Gas Storage Agreement shall be delivered in accordance with this point 14.1 unless otherwise specified in the Gas Storage Agreement (provided that points 10.18 to 10.24 of these General Terms and Conditions contain specific rules for communication relating to invoicing). All notices shall be sent by registered mail, express courier service or email and shall be deemed to have been duly delivered to the relevant Party by their delivery or by refusal of acceptance by the recipient; in case of email notices they shall be deemed to have been duly delivered to the relevant Party by confirmation of a successful transmission to the recipient, to the addresses specified by the Parties in the heading of the Gas Storage Agreement and/or specifically stated in any other provision of the Gas Storage Agreement. If the addressee does not accept the delivery of the consignment within five (5) calendar days of its dispatch, the notice shall be deemed to have been delivered even if the addressee has not become aware of its contents.

## **14.2 Obligation of confidentiality**

- 14.2.1** The Gas Storage Agreement is a confidential document to the extent its content is not publicly available at the Website. No Party shall disclose the confidential content of the Gas Storage Agreement to third parties without the prior written consent of the other Party. The information that has been or will be exchanged between the Parties in connection with the performance of the Gas Storage Agreement or the information exchanged between the Applicant and the SSO after the submission of the Application shall be confidential and the Parties shall not disclose such information to any third party.
- 14.2.2** Employees of the Parties who, by virtue of their employment, do not normally have access to documents such as the Gas Storage Agreement and are not bound to the relevant Party by a duty of confidentiality at least to the extent set out in this point 14.2 shall also be deemed to be third parties within the meaning of this point 14.2. However, external advisers to the Parties who are also bound to that Party by a statutory or contractual duty of confidentiality at least to the extent set out in this point 14.2 shall not be deemed to be third parties.
- 14.2.3** The confidentiality obligations under these General Terms and Conditions do not apply to the disclosure of operational information and data transmission to Interconnected Network Operators or other authorities responsible for the operation of the gas market (e.g. market area manager).
- 14.2.4** The Parties acknowledge that no breach of obligation according to this point 14.2 occurred in case where the disclosure of confidential information by a Party is required by a generally binding legal regulation or a case where the disclosure of confidential information is requested by a governmental, regulatory or other public authority. The Parties acknowledge that no breach of obligation according to this point 14.2 occurred in case where a Party provides confidential information for the purpose of evaluating of the financial capability of the Customer or for the purpose of keeping consolidated accounts, financial reporting or similar information to employees of a company which is part of the group to which the Party belongs, provided that such employees are bound by a duty of confidentiality at least to the extent set out in this point 14.2 and where the provision of such information is necessary for the conclusion or performance of a contract with a company which is part of the group to which the Party belongs. It is also not a breach of the provisions of this point 14.2 if the SSO provides data as part of its KYC assessment by third parties.

## **14.3 Amendments to these General Terms and Conditions**

- 14.3.1** The SSO is entitled to amend these General Terms and Conditions, the Operational Manual and the Technical Conditions without the Customer's consent to the extent the amendment is necessary to comply with requirements imposed by applicable law or regulations or instructions of competent public authorities.
- 14.3.2** The SSO is further entitled to amend the Operational Manual without the Customer's consent as set out in point 5.6 of these General Terms and Conditions.
- 14.3.3** The SSO shall further be entitled, without the Customer's consent, to amend (i) the Technical Conditions and (ii) any terms of these General Terms and Conditions that relate to rules and requirements of Interconnected Network Operators or the operation of the Storage Facility, in each case to the extent the amendment is necessary, in the reasonable opinion of the SSO, to:
- (a) comply with requirements of Interconnected Network Operators; or
  - (b) to maintain the operability or integrity of the Storage Facility.
- 14.3.4** The SSO shall further be entitled, without the Customer's consent, to amend these General Terms and Conditions to offer additional or enhanced products and services in relation to the Storage Facility.

**14.3.5** If the SSO unilaterally amends these General Terms and Conditions, the Operational Manual or the Technical Conditions in accordance with this point 14, the SSO shall notify the Customer at least one month before the date on which the amended terms are to come into force and provide the Customer with the amended form of the General Terms and Conditions, the amended Operational Manual or the amended Technical Conditions.

#### **14.4 Binding Language**

In the event that the SSO publishes these General Terms and Conditions also in other language than English and there is a difference or contradiction between the English version and the other language version of these General Terms and Conditions, the English version shall prevail.

#### **14.5 Law**

German law shall be the governing law for the Gas Storage Agreement, except that sections 305 through 310 of the German Civil Code shall not apply.

#### **14.6 Severability of the obligations under the Gas Storage Agreement**

Any provision of the Gas Storage Agreement shall be interpreted so as to be valid and effective pursuant to the applicable legal regulations. However, should it be unenforceable, invalid or ineffective under the applicable legal regulations, the other provisions of the Gas Storage Agreement shall not be affected. In such a case, the SSO and the Customer shall, under the applicable legal regulations, replace the unenforceable, invalid or ineffective provision with another provision the content and purpose of which approximates the content and purpose of the invalid, unenforceable or ineffective provision as best as possible.

#### **14.7 Interpretation**

Any reference to the singular also includes the plural and vice versa. Any reference to a third party includes any natural person, legal person, association or company.

## **15 DEFINITIONS**

Unless otherwise specified in the Gas Storage Agreement, the terms beginning with a capital letter shall have the following meaning:

- 1. "ACER"** means the Agency for the Cooperation of Energy Regulators and its possible legal successor;
- 2. "Additional Injection Rate"** has the meaning given to it in point 2.5.2 of these General Terms and Conditions;
- 3. "Additional Withdrawal Rate"** has the meaning given to it in point 2.5.2 of these General Terms and Conditions;
- 4. "Additional Working Volume"** has the meaning given to it in point 2.5.1 of these General Terms and Conditions;
- 5. "Administrative Support of Customer's Gas-in-Store Financing"** has the meaning given to it in point 2.7.3 of these General Terms and Conditions;
- 6. "Annexes"** means the annexes to the Gas Storage Agreement, including the Operational Manual and the Technical Conditions;
- 7. "Applicant"** means a natural or a legal person who applies to the SSO for the provision of Storage Services;

8. **“Application”** means an application for allocation of Storage Services;
9. **“Assignee”** has the meaning given to it in point 2.6.3 of these General Terms and Conditions;
10. **“Assignment of Gas Storage Agreement or a part thereof”** has the meaning given to it in point 2.6.3 of these General Terms and Conditions;
11. **“Bank Guarantee”** has the meaning given to it in point 0(a) of these General Terms and Conditions;
12. **“Business Day”** means a day which does not include a Saturday, Sunday, a public holiday in Munich, Germany;
13. **“Commercial Dispatching”** means the workplace of the SSO, where its authorized employees perform the dispatching service and where the relevant technical and communication equipment is located; the Business Dispatching is used for communication with Customers and exchange of business information, in particular Nominations and Renominations;
14. **“Customer”** means a natural or a legal person who has concluded a Gas Storage Agreement with the SSO;
15. **“Customer Domain”** means the section on the Website that is only accessible to Customers (password secured) and not visible to the public;
16. **“Day-Ahead Injection Rate”** has the meaning given to it in point 2.5.3 of these General Terms and Conditions;
17. **“Day-Ahead Withdrawal Rate”** has the meaning given to it in point 2.5.3 of these General Terms and Conditions;
18. **“Delivery Point”** means the connection point between the Storage Facility and the Interconnected Network which currently is the connection point "Inzenham-West USP";
19. **“Dispute”** has the meaning given to it in point 13.1 of these General Terms and Conditions;
20. **“DIS Rules”** means arbitration rules (DIS-SchO) of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V., DIS), as in effect at the time of initiation of the relevant arbitration proceedings ;
21. **“Emergency”** means any event or circumstance that poses an immediate risk to persons, property or the environment, including immediate risks to the integrity of the Storage Facility;
22. **“Fees”** has the meaning given to it in point 10.8 of these General Terms and Conditions;
23. **“Firm Storage Capacity”** means Storage Capacity that cannot be interrupted or reduced by the SSO under the Gas Storage Agreement, except for cases as provided for in applicable laws or as set out in the relevant Gas Storage Agreement;
24. **“Flexible Storage Capacity”** has the meaning given to it in point 2.3.1 of these General Terms and Conditions;
25. **“Framework Agreement”** means an agreement between the SSO and the Customer that sets out general rights and obligations for the access of the Customer to the Storage Facility, including these General Terms and Conditions, the Operational Manual and the Technical Conditions; in case the SSO and the Customer conclude an Individual Contract, the Framework Agreement together with such Individual Contract constitute a Gas Storage Agreement;
26. **“Gas”** means Gas with the quality specifications set out in the Technical Conditions;
27. **“Gas Day”** means a period of 24 hours, or 23 hours on the day of transition to Central European Summer Time, or 25 hours on the day of transition to Central European Winter Time; the Gas Day, which in each case begins at 6:00 Central European Time;

28. **“Gas Month”** means a time period commencing at 6:00 Central European Time on the first calendar day of the respective calendar month and ending at 6:00 Central European Time on the first calendar day of the following calendar month;
29. **“Gas Storage Agreement”** means an agreement on the access to the Storage Facility and on the provision of Storage Services by the SSO and which comprises these General Terms and Conditions, the Operational Manual, the Technical Conditions and any other Annexes; all contracts for the provision of Storage Services concluded in accordance with these General Terms and Conditions, including the Framework Agreement together with Individual Contracts concluded under a Framework Agreement, shall be deemed to be a Gas Storage Agreement;
30. **“General Terms and Conditions”** means this document, i.e. the General Terms and Conditions setting out commercial terms and conditions for access to and use of the Storage Facility;
31. **“Implementing Regulation”** means Commission Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and (6) of Regulation (EU) No. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency;
32. **“Individual Contract”** means a contract concluded between the SSO and the Customer pursuant to the Framework Agreement which sets out specific Storage Services (including relevant Storage Period and remuneration);
33. **“Injection Period”** means the period agreed in the Gas Storage Agreement during which Gas is injected into the Storage Facility;
34. **“Injection Rate”** is expressed via Injection Rate Curve and means the rate (MW) at which the Customer is entitled to inject Gas into the Storage Facility on the relevant Gas Day; the Injection Rate depends in particular on the volume of Gas stored in the Storage Facility at the beginning of the particular Gas Day, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility;
35. **“Injection Rate Curve”** means a graphic and/or mathematical description of the dependence of the Injection Rate on the current volume of Gas stored in the Storage Facility for a given Customer under the Gas Storage Agreement;
36. **“Interconnected Network”** means the Gastransmission system connected to the Storage Facility which currently is the network operated by bayernets GmbH;
37. **“Interconnected Network Operator”** means the operator (*Netzbetreiber*) of the Interconnected Network;
38. **“Interruptible Storage Service”** means Storage Service which may be interrupted or reduced (restricted) by the SSO for reasons in addition to the reasons that apply to an interruption of firm Storage Capacities pursuant to the terms agreed in the Gas Storage Agreement (e.g. if the aggregate amount of nominations for firm Storage Capacities reaches the maximum available technical capacity of the Storage Facility);
39. **“Inverse Storage”** has the meaning given to it in point 2.4.1 of these General Terms and Conditions;
40. **“KYC”** means Know Your Customer procedure in accordance with point 3.1 and following of these General Terms and Conditions;
41. **“Material Adverse Change of Circumstances”** has the meaning given to it in point 8.2 of these General Terms and Conditions;
42. **“MWh”** means megawatt hours;
43. **“Nomination”** means a written request of the Customer for a quantity of Gas that the SSO is to inject or withdraw into/from the Storage Facility within the respective time period; such a request is to be submitted before the start of the injection or withdrawal of Gas, in the forms

- and periods specified in these General Terms and Conditions and the Operational Manual;
44. **“Notice of Dispute”** has the meaning given to it in point 13.1 of these General Terms and Conditions;
  45. **“Operational Demerger”** has the meaning given to it in point 2.7.1 of these General Terms and Conditions;
  46. **“Operational Manual”** means the operational conditions for access to and use of the Storage Facility as set out in the Annex named “Operational Manual”;
  47. **“Operational Merger”** has the meaning given to it in point 2.7.1 of these General Terms and Conditions;
  48. **“Option on Storage Service”** has the meaning given to it in point 2.4.2 of these General Terms and Conditions;
  49. **“Party”** means the SSO and the Customer that is the counterparty to the relevant Gas Storage Agreement and “Parties” means the SSO and the Customer together;
  50. **“Planned Outage”** has the meaning given to it in point 1 of these General Terms and Conditions;
  51. **“Price List”** means the list of prices for the Storage Services provided by the SSO and related fees which is published on the Website;
  52. **“Renomination”** means nomination based on which the Customer executes a change of a prior Nomination, in the forms and periods specified in these General Terms and Conditions and the Operational Manual;
  53. **“Reporting of Fundamental Data of the Customer to ACER (REMIT Data)”** has the meaning given to it in point 2.7.2 of these General Terms and Conditions;
  54. **“Sanctions List”** means any of the sanctions lists issued by: (a) the European Union, (b) British Ministry of Finance (the UK HM Treasury), (c) the United Nations Security Council, (d) the US Office of Financial Assets Control (OFAC), (e) the Swiss State Secretariat for Economic Affairs (SECO), as such lists may be updated or amended from time to time during the term of the Storage Service, whereas the SSO shall update or amend the Sanctions List by its publication on the Website;
  55. **“Seasonal Storage Capacity”** has the meaning given to it in point 2.3.2 of these General Terms and Conditions;
  56. **“Standard Bundled Unit”** means a bundle of Working Volume, Injection Rate and Withdrawal Rate;
  57. **“Storage Account”** means the account kept by the SSO for each Customer and generally for each Gas Storage Agreement separately, unless agreed otherwise, which contains and shows the Customer’s current Gas stock levels, allocated Working Volume to the Customer and the associated maximum Injection Rate and maximum Withdrawal Rate at the beginning of the next Gas Day;
  58. **“Storage Capacity”** means the part of the technical capacity of the Storage Facility comprising the Working Volume, Withdrawal Rate and Injection Rate;
  59. **“Storage Capacity with Adjustable Compulsory Flows”** has the meaning given to it in point 2.3.4 of these General Terms and Conditions;
  60. **“Storage Capacity with Compulsory Flows”** has the meaning given to it in point 2.3.3 of these General Terms and Conditions;
  61. **“Storage Facility”** means one or the totality of multiple underground storage horizons of Inzenham-West operated by SSO together with the underground and visible above ground

technical plants including connection pipes that are necessary for use;

62. **“Storage Period”** means the period of provision of the Storage Service agreed in the Gas Storage Agreement;
63. **“Storage Services”** means the services provided by the SSO as described in the Gas Storage Agreement, in particular as referred to in point 2 of these General Terms and Conditions, and as described on the Website;
64. **“Storage System Operator”** or **“SSO”** means NAFTA Speicher Inzenham GmbH with registered office: Moos 7, 83135 Schechen, Germany, registered with the Commercial Register of the Local Court (*Amtsgericht*) of Traunstein under HRB 27687 in the position of the operator of the Storage Facility, or its legal successor;
65. **“Storage Year”** means the period from 1 April, 06:00 hours (CET), of a calendar year until 1 April, 06:00 hours (CET), of the following calendar year;
66. **“Technical Conditions”** means the technical conditions for access to and use of the Storage Facility as set out in the Annex named "Technical Conditions";
67. **“Transfer of Capacity Rights”** has the meaning given to it in point 2.6.2 of these General Terms and Conditions;
68. **“Transfer of Gas in the Storage Facility”** has the meaning given to it in point 2.6.1 of these General Terms and Conditions;
69. **“Unplanned Outage”** has the meaning given to it in point 1 of these General Terms and Conditions;
70. **“VAT”** means value added tax;
71. **“Website”** means the website of the SSO – [www.nafta-speicher.de](http://www.nafta-speicher.de);
72. **“Withdrawal Period”** means the period agreed in the Gas Storage Agreement during which Gas is withdrawn from the Storage Facility;
73. **“Withdrawal Rate”** is expressed via Withdrawal Rate Curve and means the rate (MW) at which the Customer is entitled to withdraw Gas from the Storage Facility on the relevant Gas Day; the Withdrawal Rate depends in particular on the volume of Gas stored in the Storage Facility at the beginning of the particular Gas Day, on the pressure in the Storage Facility and on the technical capabilities of the Storage Facility;
74. **“Withdrawal Rate Curve”** means a graphic and/or mathematical description of the dependence of the Withdrawal Rate on the current volume of Gas stored in the Storage Facility for a given Customer under the Gas Storage Agreement;
75. **“Within-Day Injection Rate”** has the meaning given to it in point 2.5.4 of these General Terms and Conditions;
76. **“Within-Day Withdrawal Rate”** has the meaning given to it in point 2.5.4 of these General Terms and Conditions;
77. **“Working Volume”** means a volume in the Storage Facility that can be used by Customers to store Gas.

# **TECHNICAL CONDITIONS**

SETTING OUT TECHNICAL CONDITIONS  
FOR ACCESS TO AND USE OF THE STORAGE FACILITY  
OF NAFTA SPEICHER INZENHAM GMBH

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## 1 MINIMUM FLOW RATES

Due to technical reasons, there are minimum flow rates for operating the Storage Facility. The SSO will consider if it is possible to fulfil Nominations below the minimum flow rates. If a realisation is not possible, the SSO shall be allowed to reject the Nominations. The SSO will not reject the Nomination of individual Customers if the total sum of all Customers' Nominations exceeds the minimum flow rate.

## 2 REVERSE TIME AND START UP TIME

The change between different operating modes is only possible within certain reverse times. The duration of changing the operating mode depends on the respective request and amounts to a maximum of:

Standby to Entire Withdrawal: 2 h

Standby to Entire Injection: 2 h

Injection to Entire Withdrawal: 4 h

Withdrawal to Entire Injection: 4 h

## 3 UTILISATION REQUIREMENTS

The Storage Facility is designed for seasonal use. If differing operating modes impair the integrity of the Storage Facility, the SSO reserves its right to set requirements for the utilization of the Storage Capacities for the future in coordination with the Customer.

## 4 GAS QUALITY

The Customer shall ensure that the gas made available for injection into the Storage Facility meets the requirements in accordance with section 19 para. 1 and para. 2 GasNZV. The network operator (*Netzbetreiber*) in the meaning of section 19 para. 2 GasNZV shall be the Interconnected Network Operator. Gas quantities shall be in accordance with DVGW Code of Practice G 260, 2nd Gas Family, as amended from time to time, and to the applicable nominal value of the Wobbe number.

# **OPERATIONAL MANUAL**

SETTING OUT OPERATIONAL CONDITIONS  
FOR ACCESS TO AND USE OF THE STORAGE FACILITY  
OF NAFTA SPEICHER INZENHAM GMBH

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**TABLE OF CONTENTS**

- 1 COMMUNICATION IN THE NOMINATION PROCESS AND COMMUNICATION TEST..... 44**
- 2 NOMINATIONS/RENOMINATIONS ..... 44**
- 3 NOMINATIONS/RENOMINATIONS OF DAY-AHEAD INJECTION RATE AND DAY-AHEAD WITHDRAWAL RATE ..... 47**
- 4 RENOMINATIONS OF WITHIN-DAY INJECTION RATE AND WITHIN-DAY WITHDRAWAL RATE . 47**
- 5 OPERATIONAL INSTRUCTIONS ..... 48**
- 6 ALLOCATION PRINCIPLES ..... 48**

## **1 COMMUNICATION IN THE NOMINATION PROCESS AND COMMUNICATION TEST**

- 1.1** For communication with the SSO for the purposes of the nomination process, the Customer must have available during the entire period of validity of the Gas Storage Agreement:
- (a) a device that enables uninterrupted access to websites, their viewing and data entry through these websites;
  - (b) a device that enables receiving and sending of e-mails at any time of the day;
  - (c) a device that enables receiving and sending of Edig@s messages via the AS2/AS4 server at any time of the day, unless the SSO agrees otherwise with the Customer in writing;
  - (d) a functional telephone contact.
- 1.2** Customers communicate with the SSO during the nomination process preferably through the Customer Domain on the Website or Edig@s messages sent via the AS2/AS4 server. In case of failure of communication via Edig@s messages sent via the AS2/AS4 server and the Customer Domain on the Website, an email communication may be used. Communication through the Customer Domain on the Website, Edig@s messages sent via the AS2/AS4 server and email communication are considered as electronic communication. In the event of a failure of electronic communication (in particular due to a malfunction and/or other serious event beyond the Customer's control), the Customer is exceptionally entitled to use telephone communication for the Nomination/Renomination.
- 1.3** The SSO shall be entitled to carry out a communication test to check if the Customer is able to receive notifications from the SSO and to submit Nominations/Renominations to the SSO through the Customer Domain on the Website and Edig@s messages sent via the AS2/AS4 server. The SSO is entitled to repeat such communication test if it has reasonable doubts as to the continued ability of the Customer to receive or to submit notifications to the SSO. Passing the communication test is a prerequisite for the Customer to utilize its Storage Capacities.

## **2 NOMINATIONS/RENOMINATIONS**

- 2.1** The Customer shall submit the Nominations/Renominations to the SSO for the provision of Injection Rate/Withdrawal Rate.
- 2.2** The Customer is obliged to nominate/renominate Gas quantities for injection so that the current Gas inventory in his Storage Account never exceeds the Working Volume allocated on the basis of the relevant Gas Storage Agreement.
- 2.3** The Customer is obliged to nominate/renominate Gas quantities for withdrawal so that the current Gas inventory balance in his Storage Account is never less than 0 (zero) MWh.
- 2.4** The Customer shall be entitled to request in the Nomination/Renomination the Injection Rate or Withdrawal Rate up to the values specified in the Gas Storage Agreement and in accordance with the terms and conditions agreed in the Gas Storage Agreement, as well as in accordance with the values of available rates and other conditions that the SSO publishes in advance on the Website. The total daily amount of the Gas the Customer nominates or renominates for injection or withdrawal will be evenly spread over the (remaining) hours of the Gas Day and must not exceed the amount of Gas which the Customer is entitled to inject or withdraw using the maximum Injection Rate or Withdrawal Rate available to the Customer on the relevant Gas Day per hour.
- 2.5** The Customer is obliged to deliver to the SSO a daily Nomination by 14:00 on the Gas Day preceding the Gas Day for which the Nomination is made.

- 2.6** If a daily Nomination has not been delivered to the SSO in accordance with the terms of the preceding point 2.5, the SSO shall deem the nominated Gas quantities of that Customer for the relevant Gas Day to be zero, subject to point 2.11.
- 2.7** If the Customer delivers to the SSO multiple Nominations relating to the same period, the same Gas flow direction and the same Gas Storage Agreement within the time limits set out in point 2.5, the SSO shall take into consideration the last Nomination received. It will not consider previously received Nominations.
- 2.8** The SSO shall verify the compliance of the received Nominations with the concluded Gas Storage Agreements and with other relevant facts (in particular information on the planned and previously announced storage restrictions or interruptions). The SSO shall have the right to reject the Customer's Nomination if it is not in accordance with the Gas Storage Agreement or if there are reasons for restriction or interruption of Storage Services pursuant to the terms and conditions of the Gas Storage Agreement. In such case, the SSO shall inform the Customer accordingly and the Customer can provide a Renomination to the SSO in accordance with the Gas Storage Agreement.
- 2.9** The Customer shall ensure that a transport nomination is submitted to the Interconnected Network Operator that equals the Nomination to the SSO.
- 2.10** The SSO will verify whether the Customer's Nominations match with the nominations sent to the Interconnected Network Operator (as part of the matching process) and, in case of compliance, confirm the daily Nomination for the following Gas Day by no later than at 18:00 CET on the preceding day. The Customer's Nomination may be reduced as a result of the matching process if it did not match with the nomination submitted to the Interconnected Network Operator (lesser rule). The SSO shall contact the Customer if the Customer's Nomination is reduced because of a mismatch with the nomination submitted to the Interconnected Network Operator. The Customer may confirm to the SSO that it wishes to uphold its Nomination if the Customer expects to be able to increase its nomination to the Interconnected Network Operator. In such case, the SSO will take reasonable efforts to continue the matching process with the Interconnected Network Operator.
- 2.11** The Customer is entitled to submit weekly Nominations to the SSO for each Gas Day of the following calendar week. In such case, the SSO shall apply the relevant daily Nomination set out in the weekly Nomination if the Customer does not submit a new Nomination for the relevant Gas Day by the deadline pursuant to point 2.5.
- 2.12** The Customer shall be entitled to send Renominations to the SSO that he uses to change the daily Nomination:
- (a) at any time during the period that begins at 14:01 on the preceding Gas Day and ends at 3:00 on the Gas Day to which the Renomination relates; and
  - (b) in each case with a lead time of two hours before the start of the hour for which the Renomination applies.
- 2.13** The SSO shall verify the compliance of the received Renominations with the concluded Gas Storage Agreements, the respective nominations sent to the Interconnected Network Operator (within the matching process) and with other relevant facts (in particular, information on planned and previously announced storage restrictions or interruptions) and, in case of compliance, confirm:
- (a) Renominations received prior to 16:00 on the preceding Gas Day by 18:00 of the preceding Gas Day; the SSO shall begin to execute the requests pursuant to such Renominations as of 6:01 on the Gas Day which they relate to and/or

- (b) Renominations received between 16:01 – 4:00 of the preceding Gas Day, within two (2) hours after the end of the full hour during which the Renominations were delivered; the SSO shall begin to execute the requests pursuant to such Renominations as of 6:01 of that Gas Day; and/or
  - (c) Renominations delivered between 4:01 of the preceding Gas Day and 3:00 of the current Gas Day, within two (2) hours after the end of the full calendar hour during which the Renominations were delivered; the SSO shall begin to execute the requests pursuant to such Renominations after two (2) hours after the end of the full hour during which the Renominations were delivered; for the avoidance of doubt, e.g.: the SSO shall confirm a Renomination delivered between 6:01 – 7:00 of that Gas Day by 9:00 of that Gas Day and the requests arising from it shall be executed from 9:01; a Renomination delivered between 15:01 – 16:00 shall be confirmed by the SSO by 18:00 and the request arising from it shall be executed from 18:01 of that Gas Day.
- 2.14** If the Customer delivers several Renominations to the SSO within the time limits referred to in lit. (a), (b), (c) of the preceding point 2.13 and these Renominations should relate to the same time period, the same direction of Gas flow and the same Gas Storage Agreement, the SSO shall only take into consideration the Renomination that was delivered last before the expiry of the relevant time limit. It will not consider previously received Renominations.
- 2.15** The Renomination shall relate to the entire remaining portion of the Gas Day. The Customer shall have the right to request the injection/withdrawal of Gas in the amount that is less than or equal to the amount that can be injected/withdrawn using his maximum Injection Rate/Withdrawal Rate during the remaining part of the Gas Day, i.e. that part of the Gas Day between the commencement of the fulfilment of the requested Renomination according to point 2.13 until the end of that Gas Day. It is not possible to Renominate a quantity of Gas that has already been withdrawn or injected. The total amount of the Gas the Customer renominates for injection or withdrawal during the remaining hours of the Gas Day will be evenly spread over the remaining hours of the Gas Day and must not exceed the amount of Gas which the Customer is entitled to inject or withdraw using the maximum Injection Rate or Withdrawal Rate available to the Customer on the relevant Gas Day per hour.
- 2.16** The Nomination/Renomination sent by the Customer to the SSO shall include:
- (a) Date and time of submission;
  - (b) Identification of the Customer (X EIC code provided by ACER);
  - (c) Identification of the Gas Storage Agreement under which performance of the Nomination/Renomination is requested (shipper code assigned to the Gas Storage Agreement);
  - (d) Shipper code for the Interconnected Network against which the Gas to be injected into or withdrawn from the Storage Facility shall be matched by the SSO with the Interconnected Network Operator;
  - (e) Date and time of the beginning and end of the period to which the Nomination/Renomination applies;
  - (f) Identification of the type of Injection Rate/Withdrawal Rate the use of which is requested in the Nomination/Renomination (e.g., firm, interruptible, Day-Ahead, etc.);
  - (g) Identification of the Delivery Point through which Gas will be injected/withdrawn to/from the Storage Facility;
  - (h) Direction of Gas flow (injection/withdrawal) required by the Customer;

- (i) The requested Injection Rate and/or Withdrawal Rate for each Gas Day to which the Nomination/Renomination applies.

### **3 NOMINATIONS/RENOMINATIONS OF DAY-AHEAD INJECTION RATE AND DAY-AHEAD WITHDRAWAL RATE**

- 3.1** The SSO shall publish the available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate on the Website on a given Gas Day generally as of 10:00 for the following Gas Day for all Delivery Points.
- 3.2** The Customer may apply for allocation of the Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate up to the published available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate by submitting a Nomination or Renomination to the SSO using a dedicated shipper code. In case of a Customer's Nomination sent by 14:00 of the Gas Day preceding the Gas Day for which the Nomination is made, the last Nomination received by the SSO by that time shall be deemed to be a binding proposal by the Customer for the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate.
- 3.3** In the event that sum of all Customers' Nominations of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate sent by 14:00 of the Gas Day preceding the relevant Gas Day exceed the amount of available Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, the SSO shall apply in the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate the principle of pro rata allocation depending on the amount of requested rates. The SSO shall apply this principle separately for each direction of Gas flow.
- 3.4** In case of a Customer's Renomination sent after 14:00 of the Gas Day preceding the relevant Gas Day, any Renomination received by the SSO from the Customer shall be deemed to be a binding proposal by the Customer for the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate. In this case, the SSO shall apply the "first come, first served" principle when allocating Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, i.e. it shall allocate Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate to individual Customers in the order in which the respective Renominations have been delivered to the SSO. For the Renominations received at the same time and in the event that the aggregate of these requests exceeds the amount offered for a given service, the principle of pro rata allocation depending on the amount of requested rates shall be applied for the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate, whereby such principle will be applied by the SSO for each direction of Gas flow separately.
- 3.5** Confirmation of the Nomination/Renomination for allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate by the SSO shall be deemed to be the allocation of Day-Ahead Injection Rate/Day-Ahead Withdrawal Rate.

### **4 RENOMINATIONS OF WITHIN-DAY INJECTION RATE AND WITHIN-DAY WITHDRAWAL RATE**

- 4.1** The SSO shall publish the available Within-Day Injection Rate/Within-Day Withdrawal Rate on the Website.
- 4.2** The Customer may apply for allocation of the Within-Day Injection Rate/Within-Day Withdrawal Rate through its nomination or renomination (using dedicated shipper codes for the relevant nomination/renomination) for each Delivery Point during the period between 4:00 of the preceding Gas Day and 3:00 of the current Gas Day at least 2 hours before the full hour at which the service is to commence.
- 4.3** Allocation of the Within-Day Injection Rate/Within-Day Withdrawal Rate shall be on a first-come, first-served basis, i.e. the Within-Day Injection Rate/Within-Day Withdrawal Rate shall be

allocated to individual Customers in the order in which the relevant Renominations have been delivered to the SSO. For the Renominations received at the same time and in the event that the aggregate of such requests exceeds the quantity offered under the given service, the principle of pro rata allocation depending on the amount of the requested rates shall be applied for the allocation of the Within-Day Injection Rate/Within-Day Withdrawal Rate, whereby such principle will be applied by the SSO for each direction of flow of Gas separately.

- 4.4** Confirmation of the renomination for allocation of the Within-Day Injection Rate/Within-Day Withdrawal Rate by the SSO shall be deemed to be the allocation of the Within-Day Injection Rate/Within-Day Withdrawal Rate.

## **5 OPERATIONAL INSTRUCTIONS**

- 5.1** The SSO shall be entitled to change any confirmed Nomination or Renomination by way of operational instruction to the Customer to the extent necessary to mitigate an Emergency. In such case, the SSO will inform the Customer and the Interconnected Network Operator without undue delay.
- 5.2** The SSO will resume normal operations as soon as possible. The SSO will demonstrate the reasons for the operational instructions in a transparent manner.

## **6 ALLOCATION PRINCIPLES**

- 6.1** The Gas quantities last confirmed to the Customer for injection shall be deemed to be injected, except the cases when the allocated quantities have been retroactively adjusted by the Interconnected Network Operator. The injected Gas quantities shall be credited by the SSO to the Customer's Storage Account associated with the Gas Storage Agreement under which the injection was requested.
- 6.2** The Gas quantities last confirmed to the Customer for withdrawal shall be deemed to be withdrawn, except the cases when the allocated quantities have been retroactively adjusted by the Interconnected Network Operator. The withdrawn Gas quantities shall be debited by the SSO from the Customer's Storage Account associated with the Gas Storage Agreement under which the withdrawal was requested.