



MND Gas Storage Germany GmbH

GENERAL TERMS AND CONDITIONS

for Storage Services

of

MND Gas Storage Germany GmbH,

Birkenweg 2, 646 65 Alsbach-Hähnlein, Germany

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Article 1 Interpretation Clause

For the purposes of the General Terms & Conditions (hereafter referred to as “GTC”) and the Storage Contract, the following words and terms shall have the meaning ascribed to them below:

- a) Adjacent Network Operator shall mean operator of the gas pipeline(s) connected to the Storage (company Open Grid Europe GmbH).
- b) Applicant shall mean a natural person or legal entity which has filed a request for the reservation of the storage capacity.
- c) Auction shall mean an electronic way of Working Gas Capacity reservation with the determining factor being the highest offered Storage Price.
- d) CET/CEST shall mean abbreviation for Central European (Summer) Time. The application of CET and CEST is determined by the official German local time.
- e) Civil Code shall mean German Civil Code (*Bürgerliches Gesetzbuch*), as amended from time to time.
- f) Contracting Party shall mean Customer and/or Storage Operator as the case may be.
- g) Customer shall mean a natural person or legal entity who at a certain point in time has concluded a contract with the Storage Operator for the provision of storage capacities.
- h) Firm Storage Rate shall mean an Injection and/or Withdrawal Rate guaranteed under standard operation of Storage; with exception set in Article 16, para. 1., letter b) GTC.
- i) Gas Day shall mean the period between 06:00 a.m. (CET/CEST) on one calendar day and 06:00 a.m. (CET/CEST) on the following calendar day. The date of any Gas Day shall be the date on which it begins as herein defined.
- j) Injection Rate shall mean the maximum natural gas quantity per hour in kWh which the Customer may inject into Storage Zone according to the Storage Contract.
- k) Interruptible Storage Rate shall mean Injection and/or Withdrawal Rate that can be interrupted at any time, under conditions set in Article 16, para. 1, letter a) GTC.
- l) iStore shall mean an online Nomination and Re-nomination portal for the Customer.
- m) Nomination shall mean instruction of the Customer about the gas quantities to be injected or withdrawn within specific periods.

- n) PRO RATA shall mean an allocation rule restricting the Firm Storage Rate at which the total gas quantity is divided among Customers on the basis of actually measured data in proportion to their most recently registered storage Nominations as per Article 16.
- o) Re-nomination shall mean subsequent alteration of the Nomination of gas quantities.
- p) Storage(s) shall mean underground gas storage facilities owned and/or operated by Storage Operator consisting of UGS Stockstadt and UGS Hähnlein.
- q) Storage Capacity shall mean maximum available capacity of Storage Zone for the respective Storage Year.
- r) Storage Contract shall mean the relationship between the Customer and Storage Operator with respect to the provision of storage services with legally binding effect; a template of the Storage Contract shall be made available from the Storage Operator's web pages free of charge, in the version as updated from time to time.
- s) Storage Operator shall mean a gas storage operator of Storages - MND Gas Storage Germany GmbH.
- t) Storage Price shall mean the storage price determined in Storage Contract based on the method of calculation set therein.
- u) Storage Year shall mean the period from 6.00 a.m. (CET/CEST) on 1 April of one calendar year to 6.00 a.m. (CET/CEST) on 1 April of the following calendar year.
- v) Storage Zone shall mean joined nomination point for Storages.
- w) Takeover/Return Point shall mean the physical connection of Storage to the Adjacent Network Operator at which gas can be withdrawn (UGS exit point) or at which gas can be injected into the storage facility (UGS entry point).
- x) Withdrawal Rate shall mean the maximum natural gas quantity per hour in kWh which is held available for the Customer by Storage Operator according to the Storage Contract and with which the Customer may withdraw from the Storage Zone.
- y) Working Gas Capacity shall mean the working gas quantity in kWh which the Customer may inject in total in accordance with the Storage Contract.
- z) Working Gas Volume shall mean the sum of the natural gas quantities that are injected into storage (in kWh) by the Customer.

Article 2 Capacity Application

1. The Storage Operator publishes available Storage Capacities for a Storage Zone on its website (www.mndgsgermany.com).
2. The Storage Operator reserves the right to allocate its Storage Capacities in an Auction.
3. An overview of up-to-date Storage Capacities and of their assigned Firm and Interruptible Storage Rates as well as an overview of estimated Storage Capacities in a Storage Zone and of their assigned Firm and Interruptible Storage Rates applicable to individual Storage Years is provided on the website of the Storage Operator.
4. Applicant interested in reservation of Working Gas Capacity (up to the amount of the Storage Capacity) and corresponding Injection/Withdrawal Rates must register via the reservation system on the website using the registration form, a template of which constitutes Annex No. 2 of these GTC. The application for registration shall contain all required data and other essential requirements, such as proof of financial capacity, supplied by the Applicant in accordance to Article 15 GTC. The Storage Operator will review and evaluate the application. Applicant who meets all registration requirements will receive their log-in details for the capacity reservation system, sent by the Storage Operator within three days.
5. Once the Applicant gain access to the capacity reservation system, it can apply for requested Working Gas Capacity by completing the relevant form and selecting the requested Storage Capacity via the web portal. Completion of the capacity application is subject to instructions specified on the website. Based on this application, the Firm and/or Interruptible Withdrawal and Injection Rates will be allocated in accordance with the curves specified in Annex No. 1 of these GTC and the Storage Price will be displayed.
The application is then confirmed and sent via the web portal, after which it is reviewed by the Storage Operator with respect to the available Storage Capacity.
6. The capacity allocation process functions on the first-come-first-served basis.
7. If the requested Working Gas Capacity is available, the Storage Operator shall present the Applicant with an offer to enter into a Storage Contract for the required capacities and rates. Applicant which intends to accept said offer shall have five business days from the receipt of such offer to accept it in writing. The Storage Operator will subsequently confirm via e-mail that a Storage Contract has been concluded. A rejected capacity offer will be presented to other Applicants.

8. If the required Working Gas Capacity is available only partially, the Storage Operator shall present the Applicant with an offer to enter into a Storage Contract for a reduced Working Gas Capacity and respective rates. Sentences 2 to 4 of the previous paragraph 7, Article 2 GTC shall apply accordingly.
9. The Customer will be granted access to the iStore on the basis of the newly concluded Storage Contract.
10. The Customer shall guarantee the accuracy of the data provided for the purposes of concluding the Storage Contract. In compliance with applicable personal data protection regulations, the Storage Operator shall be entitled to store and process data received for the purpose of concluding the Storage Contract, provided said data are required for registration and for the making, processing and administration of reservations or requirements via the iStore.
11. The iStore and its functions can only be used with regard to its current technological limits and technical availability. The Storage Operator shall be authorized to temporarily restrict the use of the iStore in the event and to the extent that it will be necessary for the security and integrity of the server or for the implementation of technical measures to ensure correct or improved functioning of the iStore, or for the completion of repairs in the event of unexpected technical failures, especially power outages or hardware/software failures. The Storage Operator shall inform the affected participants via e-mail and shall use all reasonable endeavours to restore the iStore availability in the shortest time possible. No nominations can be entered if the iStore is inaccessible. For alternative means of communication see Article 11.
12. The Storage Operator reserves the right to proceed in other ways than those specified in this article, particularly to enter into contract negotiations with the Applicants.

Article 3 Storage Price

1. Storage Price and method of calculation

Storage Price consists of the gas storage price which includes also the price for technological gas, and of the price for gas storage-related activities.

Storage Price is determined on an annual basis and is to be calculated according to the formula established in a Storage Contract template which shall be made available on Storage Operator's web pages.

2. Total monthly price

Total monthly price for storage services, expressed in EUR per month, is calculated as 1/12 of Storage Price valid in the respective Storage Year.

**Article 4
Gas Handover and Takeover**

1.
 - a) Having regard to the provisions of the Storage Contract and to the extent of contracted storage capacities, the Storage Operator undertakes to receive and place in Storage Zone the natural gas quantity nominated by the Customer and handed over at the Takeover / Return Point for injection purposes.
 - b) Having regard to the provisions of the Storage Contract and to the extent of contracted storage capacities, the Storage Operator undertakes to withdraw the natural gas quantity nominated by the Customer from the Storage Zone and hand it over to the Customer user at the Takeover / Return Point.
2. The undertaking of the Customer/Storage Operator to hand over gas into/from the Storage Zone shall be deemed fulfilled if the Storage Operator/Customer delivers, or ensures the delivery of gas in the contracted quantities and in accordance with the Adjacent Network Operator specifications (quality), while meeting the minimum / maximum parameters (volume, pressure) of the relevant Takeover / Return Point. The gas quantity, quality, pressure and other parameters shall be determined at the Takeover / Return Point (see Article 12 GTC).

**Article 5
Gas Transportation to/from the Storage Zone**

1. The transportation of gas to/from the Storage Zone is not part of the Storage Contract.

**Article 6
Basic Storage Operator Duties**

The Storage Operator shall:

- a) proceed in accordance with the GTC and mandatory legal regulations to notify the Customer of temporary interruptions of operation of Storages operated by the Storage Operator or of other events with the potential to restrict the basic technical parameters of the storage service - see Article 11 GTC,

- b) maintain (ensure the operation of) the iStore to the extent specified in the GTC.

Article 7 Basic Customer Duties

The Customer shall:

- a) establish a communication link with the Storage Operator to the extent required for the expeditious resolution of situations, potential or actual, arising in connection with the performance of the relevant Storage Contract,
- b) provide the Storage Operator with all information specified in the Storage Contract and these GTC, and, upon request made by the Storage Operator, with any additional information vital to the activity of the Storage Operator,
- c) use the iStore for nomination purposes,
- d) maintain its financial eligibility for a period starting on the day of commencement of storage services under the relevant Storage Contract and ending upon payment of the last pecuniary obligation of the Customer as per the relevant Storage Contract, but not later than 45 days following the final day of storage services rendered under the same contract.

Article 8 Ownership

Upon receipt of gas by the Storage Operator at the Takeover / Return Point, the proprietary right to said gas shall not change and the Storage Operator shall not become its owner.

Article 9 Working Gas Volume

1. The Storage Operator maintains a separate account for Working Gas Volume of each Customer and Storage Contract. The account is kept in kWh.
2. The size of a confirmed Nomination in kWh shall be credited / debited to / against the relevant account of the Customer.
3. The gas recorded at the account of one Customer may be transferred to the account of another Customer upon request made by both parties and on condition that limitations based on the Working Gas Capacity of relevant Customer (the transferee) is observed. Gas inter-account transfers do not involve the process of gas injection and as such shall not be liable to extra charges for injection, however, the Storage Operator may charge each transfer with an administrative fee stated on its website. Customers may transfer gas within the scope of their accounts on the basis of a

- written notice submitted to the Storage Operator.
4. By the 15th business day of each month, the Storage Operator shall provide the Customer with an overview of gas injected and withdrawn and/or gas transferred during the previous month and with a statement of the remaining balance of gas injected, withdrawn and/or transferred as of the end of the previous month based on Customer's account balance.

Article 10 Quantity Reporting (Nomination)

1. The Customer shall proceed in accordance with these GTC to nominate, with the Storage Operator, the gas quantity intended for injection / withdrawal under the terms stipulated in the Storage Contract.
2. Each Nomination shall include the following:
 - Storage Contract identification,
 - Gas Day(s) applicable to the Nomination,
 - hour quantities in kWh, and
 - gas flow direction (injection – positive value, withdrawal – negative value)

The Storage Operator shall be entitled to reject a Nomination or Re-nomination made by the Customer, if the Nomination or Re-nomination is incomplete.

3. The Customer understands that in order to determine the Withdrawal / Injection Rate for a given hour, the quantity nominated for this particular hour must be included in the calculation as well.
4. The Customer is expected to nominate at the latest by 2:00 p.m. on each calendar day for the following Gas Day.
5. In addition to daily Nominations, the Customer may also nominate for longer time periods (e.g. weekly Nominations or monthly Nominations). To the extent the Customer does not submit a daily Nomination or Re-nomination for the Gas Days within the respective nominated week or month, the weekly or monthly nominated gas quantities shall be partitioned evenly, on an hourly basis.
6. The Customer is entitled to alter the nominated quantity as often as necessary. Submitted Re-nomination becomes valid two hours after receipt of such Re-nomination to the Storage Operator, counted from the next full hour.

In the event that a Nomination or Re-nomination leads to exceeding the contracted Working Gas Capacity and/or Withdrawal / Injection Rate, the Storage Operator is entitled to adjust the respective Nomination or Re-nomination to meet Storage Contract parameters.

7. In the event of a change from CET to CEST and from CEST to CET, the Storage Operator reserves its right to apply special rules for the Nomination of the corresponding Gas Day:
 - a) Change from CET to CEST
The Customer shall nominate 23 consecutive hourly values.
 - b) Change from CEST to CET
The Customer shall nominate 25 consecutive hourly values.
8. Nomination per hour will be allocated as injected or withdrawn quantities. Nominations are first allocated to the Firm Storage Rate, and then to Interruptible Storage Rate.
9. The Storage Operator and/or Customer shall notify each other without undue delay, if they are unable to provide any nominated gas quantity, either temporarily or long-term.
10. Furthermore, the Customer shall also make a corresponding Nomination / Renomination with the Adjacent Network Operator.

Article 11 Communication

The following principles apply to communication between the Storage Operator and the Customer:

- All information concerning the Storage Contract, including notices of restricted operation of the Storage, shall be preferentially exchanged via e-mail.
- General information concerning Auctions, planned interruptions of operation, available Storage Capacities, etc. shall be published on the website of the Storage Operator.
- Contact to the Commercial Dispatching Centre of the Storage Operator:
e-mail: dispatching@gsgermany.com
phone: +420 518 315 907 (call may be subject to recording)

Article 12 Natural Gas Quality

The quality of the natural gas shall meet the requirements published by the Adjacent Network Operator for the Takeover / Return Point.

**Article 13
Taxes and Fees**

1. All taxes and fees shall be paid by the respective contracting party on the basis and to the extent of the applicable legal regulations.
2. Depending on the extent to which taxes and/or any other administrative fees related to gas storage or operation of Storages are initially imposed, raised, cancelled or reduced, the payment made by the Customer shall be adjusted accordingly as of the effective date of any such change.
3. Fee adjustments in accordance with section 2, Article 13 GTC shall not be made in a manner whereby neither contracting party would generate additional profit.

**Article 14
Invoicing and Terms of Payment**

1. The Storage Operator shall send the Customer an invoice for the following month by the 15th calendar day of the current month (the invoicing month).
2. All invoices shall be delivered to the Customer via mail.
3. The invoice due date shall be fixed at 20th calendar day after receipt of invoice and the invoiced sum shall be transferred by the Customer to the following bank account of the Storage Operator:

UniCredit Bank AG
8999ECO
Kardinal-Faulhaberstr. 14
80333 München, Deutschland

Account No.: 15512348
Bank Code: 70020270

BIC: HYVEDEMMXXX
IBAN: DE18 7002 0270 0015 5123 48

4. Should the Customer fall behind with invoice payments, the Storage Operator shall be entitled to a default interest determined in accordance with Section 288 of the Civil Code. This shall be without prejudice to other claims of the Storage Operator arising from the failure to make payments by their due date.
5. The invoiced amounts shall be commercially rounded up to two decimal points.

6. Any objections as to invoice accuracy must be made without undue delay, but no later than four weeks after the delivery of the invoice in question.
7. With the exception of apparent errors (such as miscalculations), invoice objections raised by the Customer shall not entitle the Customer to delay, reduce or decline the respective payment. Any such objections, if legitimate, only substantiate a claim for a refund.
8. In the event of diverging opinions between the Customer and the Storage Operator concerning the amount billed to the Customer, the Customer shall also pay the disputed amount included in the invoice. Payment of the disputed amount can be made with reservation. Final settlement shall be made after the difference in opinions has been resolved or after the arbitration commission has issued a legally binding resolution. Customer claims for a refund shall be subject to an interest fee in the amount of 1% over the then valid three-month EURIBOR rate.
9. Accepted claims for a refund shall be included in the following invoice.
10. The place of performance of all payments shall be the headquarters of the Storage Operator. Payments shall be deemed to have been duly made only if the relevant amounts are credited, within the due date, to the bank account of the Storage Operator.

Article 15 **Financial Eligibility**

1. The Applicant / Customer must provide proof of and maintain sufficient financial eligibility to meet its duties under the Storage Contract or in connection therewith.
2. The Applicant shall supply said proof upon registration as stated in Article 2 GTC. Once proven, the Customer shall maintain financial eligibility for the entire duration of the Storage Contract.
3. If in doubt, the Storage Operator is entitled to invite the Customer in writing to update the status of its financial eligibility with a 14-day deadline for the provision of required documentation. If the Customer fails to submit documentation proving its sufficient financial eligibility within 5 business days of receiving a second notice to do so, the Storage Operator shall be entitled to withdraw from the Storage Contract.
4. Financial eligibility requirements shall be deemed complied with if either one of the two following conditions is met:
 - a) The Customer meets the following five conditions:
 - debt \leq 0.8 x equity,

- $\text{debt} \leq 3 \times \text{EBITDA}$,
- R index ≤ 280 or the long-term Customer rating by Standard & Poor's of at least BB or the long-term rating of at least Ba2 by Moody's of at least B3 or the long-term Fitch rating of at least B-,
- $\text{CE} \leq 0,2 \times \text{equity}$, and
- the Customer is a corporate body with audited financial statements;

where individual terms have the following meaning:

“debt” means the Customer's interest-bearing loan capital;

“EBITDA” means the Customer's earnings before interest, taxes, depreciation and amortization, including interest costs and write-offs for the previous business year;

“CE” means the Storage Operator's credit exposure toward the Customer, which equals the Storage Price per month (the monthly price), included VAT of the relevant Storage Year.

To substantiate compliance with the above-mentioned requirements, the Applicant (Customer) shall submit its financial statements audited by an auditor which are not older than 15 months.

or

- b) The Customer has submitted original bank guarantee to the Storage Operator on the basis of which the Storage Operator's claim shall be settled without objections in a sum up to at least double the amount of CE as defined in clause a) above, provided the Storage Operator notifies the bank of the Customer's failure to fulfil its obligations under the relevant Storage Contract. The bank guarantee must remain effective for the duration of the relevant Storage Contract, extended by 30 calendar days.

In the event of long-term contracts regulating storage services in duration of more than one year, the submitted bank guarantee can have a shorter validity period. However, any such bank guarantee shall be at least one year in duration and be accompanied by a statement of the Applicant / Customer to the effect that it will be renewed at least 30 days prior to its expiry or replaced with a new guarantee. If the Applicant / Customer fails to renew or replace the bank guarantee within said period, the Storage Operator shall be entitled to withdraw from the Storage Contract with immediate effect.

5. The Customer shall immediately notify the Storage Operator of any changes which

may materially affect its credit worthiness, especially the termination of any contract of profit or loss transfer pursuant to Article 291 of the Act on Joint-Stock Companies. The Storage Operator shall also be entitled to request the credit worthiness assessment to be carried out on an annual basis if further deterioration thereof can be expected. For this purpose, the storage user shall supply the Storage Operator with updated documents presented during the previous assessment of credit worthiness.

6. The Storage Operator shall be entitled to either carry out the credit worthiness assessment internally or have a third party to do so.

Article 16

Storage Capacity Interruption / Restriction and Late Payment

1.
 - a) Interruptible Storage Rate can be interrupted at any time by the Storage Operator for periods and to an extent which would render the relevant capacity inaccessible.
 - b) The Storage Operator shall be entitled to temporarily reduce or suspend the provision of Firm Storage Rates if necessary due to:
 - personal and/or technological safety issues, or
 - technical failures, or
 - maintenance, repairs or modifications (refurbishment, upgrade) of the Storages.

The Storage Operator shall notify the Customer thereof in writing and in advance if doing so does not cause delays. A notice of planned long-term work will be posted on the Storage Operator's website immediately after the plans have been finalized. The preceding provision is without prejudice to the Storage Operator's right to make short-term changes at any time. The Storage Operator shall, within its operating limits, use its best endeavours to agree with the affected Customers on suitable timeframes for the completion of long-term work projects.

Operations shall be interrupted or restricted if the Storage Operator loses its capacity, entirely or partially, to perform under the Storage Contract.

The aggregate interruption or restriction of operations should not exceed 336 hours per year (14 Gas Days) per Gas Year.

2. Only after all Interruptible Storage Rates have been interrupted, with the interruptions not having adequate effect as to compensation for the limited use of the storage facilities, shall also the Firm Storage Rate be reduced. In the event of personal and/or technological safety issues and/or technical failures, the Nominations shall be reduced in proportion to their most recently approved Nomination (PRO RATA).

The Storage Operator shall inform the Customers as soon as possible of the time when the fulfilment of its duties under the Storage Contract can be expected to be resumed by the Storage Operator.

Article 17

Changes and Periods of Commencement of Operation

Customer considering filing a Nomination shall take into account a leeway for changes in the operating mode of the Storages (commencement of operation and transitions between injection and withdrawal modes).

Should the Storage Operator be capable of reducing the specified maximum period for operating mode transitions, the Storage Operator will forego observing the indicated times for commencement and changes in operations.

Period of operation commencement from 0 to the commencement of injection:	4 hr.
Period of operation commencement from 0 to the commencement of withdrawal:	4 hr.
Transition from injection to withdrawal:	8 hr.
Transition from withdrawal to injection:	8 hr.

Article 18

Indemnity

1. The Contracting Parties shall indemnify each other against any losses caused by the illness, personal injury or death of any individual, but only in so far as and to the extent that such loss results from wilful misconduct [*vorsätzlich*] or negligence [*fahrlässig*] by either party, its legal representatives, workers [*Erfüllungsgehilfen*] or delegated representatives [*Verrichtungsgehilfen*].
2. In the event of violation of material contractual liabilities, the Contracting Parties shall indemnify each other against any property damage [*Sachschäden*] and financial losses, but only in so far as and to the extent that such damage and/or loss result from wilful misconduct [*vorsätzlich*] or negligence [*fahrlässig*] by either party, its legal representatives, workers [*Erfüllungsgehilfen*] or delegated representatives [*Verrichtungsgehilfen*]; the liability of Contracting Parties for property damage [*Sachschäden*] and financial losses [*Vermögensschäden*] caused by slight negligence [*leichte Fahrlässigkeit*] shall be limited to damage which can reasonably be foreseen at the time of concluding the contract. With respect to transactions of this nature, it is reasonable to expect losses due to property damage [*Sachschäden*].

up to the amount of EUR 2.5 million and financial losses [*Vermögensschäden*] amounting to EUR 1 million.

3. The Contracting Parties shall indemnify each other against any losses caused by property damage [*Sachschäden*] and financial losses [*Vermögensschäden*] in the event of violation of immaterial contractual obligations, but only in so far as and to the extent that such damage and/or loss result from wilful misconduct [*vorsätzlich*] or gross negligence [*grob fahrlässig*] by either party, its legal representatives, workers [*Erfüllungsgehilfen*] or delegated representatives [*Verrichtungsgehilfen*]. In the event of property damage [*Sachschäden*] and/or financial losses [*Vermögensschäden*] caused by gross negligence [*grobe Fahrlässigkeit*], the liability of either party, its legal representatives and senior employees [*leitende Erfüllungsgehilfen*] or delegated representatives [*Verrichtungsgehilfen*] shall be limited to damage which can reasonably be foreseen at the time of concluding the contract. The liability of Contracting Parties for ordinary employees [*einfache Erfüllungsgehilfen*] shall be limited by the amount of EUR 1.5 million for property damage [*Sachschäden*] and EUR 500,000 for financial losses [*Vermögensschäden*] caused by gross negligence [*grobe Fahrlässigkeit*].
4. Without prejudice to the provisions of clauses 2 and 3 above, the Storage Operator shall only be held liable for property damage [*Sachschäden*] and financial losses [*Vermögensschäden*] caused to the Customer as a result of interruption or other irregularity during gas handover/takeover, on the basis of the contract or violation of rights, provided said property damage [*Sachschaden*] is the result of willful misconduct [*Vorsatz*] or negligence [*Fahrlässigkeit*] and if said financial loss [*Vermögensschaden*] has been caused by either willful misconduct [*Vorsatz*] or gross negligence [*grobe Fahrlässigkeit*] by the Storage Operator, its legal representatives, workers [*Erfüllungsgehilfen*] or delegated representatives [*Verrichtungsgehilfen*]; the existence of wilful misconduct [*Vorsatz*] or negligence [*Fahrlässigkeit*] in the event of property damage [*Sachschäden*] and willful misconduct [*Vorsatz*] or gross negligence [*grobe Fahrlässigkeit*] in the event of financial losses [*Vermögensschäden*] can be rebutted [*widerleglich vermutet*]. The liability pursuant to this clause 4 shall be limited by the amount of EUR 2.5 million in the event of property damage [*Sachschäden*] and by the amount of EUR 1 million in the event of financial losses [*Vermögensschäden*].
5. If the claim to indemnity with respect to all Customers exceeds the maximum limit of EUR 5 million per one occurrence of damage, the claim of each Customer shall then be reduced in proportion to the sum of all claims to indemnity with regard to said limit.
6. This shall not have any effect on the liability of Contracting Parties stipulated by applicable provisions of the Liability Act [*Haftpflichtgesetz*] and other legal regulations.
7. Clauses 1 through 5 shall also apply to the legal representatives, employees,

workers [*Erfüllungsgehilfen*] and delegated representatives [*Verrichtungsgehilfen*] of the Storage Operator.

Article 19

Right to Refuse Performance and Termination of Contract

1. The Storage Operator shall in no way be obligated at any time to provide services under the Storage Contract and shall be entitled to immediately restrict or terminate the storage services in the event and for the duration of inadequate credit worthiness of the Customer.
2. The Storage Operator shall be entitled to restrict or interrupt the storage services with immediate effect in the event that the Customer fails to settle an outstanding invoice, or a portion thereof, after having been served a notice of default and given reasonable time to remedy the situation.
3. The Storage Operator may terminate the Storage Contract with immediate effect on grounds of repeated violation pursuant to clause 2, Article 19 GTC.
4. Either Contracting Party may withdraw from this contract with immediate effect in the event of
 - a) bankruptcy proceedings being brought against any Contracting Party, or court rejection of a bankruptcy petition due to insufficient assets,
 - b) ruling against the counterparty pursuant to Section 21 of the Insolvency Act [*Insolvenzordnung*], or
 - c) bankruptcy proceedings against own assets being declared by the counterparty.

Each Contracting Party undertakes to immediately notify the other Party as soon as they become aware of any bankruptcy petition, temporary protective measures or bankruptcy proceedings having been filed, imposed or initiated against them.

Article 20

Secondary Sale, Assignment of Rights and Duties

1. The Customer may transfer the use of its Working Gas Capacities to a third party. In the case of assignment of the right of use, the Customer shall remain the contractual partner of the Storage Operator, retaining and subject to all duties arising from the Storage Contract, especially the duty to pay the relevant Storage Price, and shall remain the sole party entitled to make Nominations.

If requested by the Customer, any rights arising from the Storage Contract in relation

to the Storage Operator may be exercised by a third party. In such an event, the Customer shall immediately provide the Storage Operator with details of the relevant third party, including its name, address, telephone number and the name of the contact person, whereas the Customer shall remain liable for any actions of the third party to the same extent as if such were performed by the Customer.

2. Each Contracting Party may assign the Storage Contract, or a portion thereof, to any third party with the prior written approval of the other Party. Said approval shall not be denied, provided the assignee offers a reliable guarantee of compliance with contractual obligations. The assignee acceding to the contract on behalf of the Customer must, in any case, provide a proof of its credit trustworthiness.

Article 21 Data Collection and Processing

The Storage Operator shall be entitled to collect, store and process Applicant / Customer data for the purposes of administration and storage capacity trading processing.

Article 22 Written Form Clause

Any modifications and amendments to or the cancellation of the Storage Contract shall be made in writing. The same applies to this written form clause.

Article 23 Governing Law, Dispute Resolution

1. This Contract shall be governed by German law, exclusive of any cases which require the application of the law of another country pursuant to any provisions of the implementing regulations of the German Civil Code (EGBGB). Intergovernmental agreements and/or the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Contract, not even if transposed into German legislation.
2. The Contracting Parties shall use their best endeavours to settle any potential disputes by mutual agreement. If no amicable solution (in the form of a written agreement between the Contracting Parties) has not been achieved even within 60 days after any Contracting Party requested to proceed in accordance with this provision, all disputes pertaining to this Contract shall be decided definitely in arbitration proceedings before DIS and in accordance with its rules and regulations, by three arbitrators, with the seat of arbitration being in Düsseldorf. The arbitration proceedings shall be conducted in the English language.

Article 24 Confidentiality

1. The Contracting Parties undertake to use any information directly or indirectly obtained from the other Party in connection with this Contract, its preparation or in relation to its performance, for the sole purpose of its fulfilment and to maintain, for the duration of this Contract and after its expiry, confidentiality with respect thereto. Confidentiality means that any information received from the other Contracting Party will not be, without the prior written approval of the disclosing Party, made available to employees and/or third parties not participating in the fulfilment of these contractual obligations and not obligated under similar confidentiality restrictions; any such information may not be used for commercial purposes of any third party. The Contracting Parties undertake to use the acquired information for the sole purpose of performing this Contract.

Any necessary disclosures of information to financial or legal advisors and the provision of essential technical data to subcontractors shall be permitted without the written approval of the owner of such information, provided that the scope of information so disclosed is restricted to information necessary for the performance of this Contract and that the recipients of such information undertake to maintain the disclosed information in strict confidentiality or are subject to statutory confidentiality obligations. The Parties shall also place their workers [*Erfüllungsgehilfen*] and delegated representatives under the same confidentiality constraints [*Verrichtungsgehilfen*].

2. Each Contracting Party shall protect the information received from the other Party with the same degree of care exercised to ensure the protection of its own trade secrets, but at least with the due care and diligence of a prudent businessman.
3. The obligation to maintain confidentiality shall not apply to information
 - a) already known to the recipient at the time of its disclosure by the other Contracting Party, unless as a result of breach of confidentiality, or
 - b) that is in the public domain, or becomes a part of the public domain through no fault of the receiving party.
4. Notwithstanding any of the foregoing provisions, each Contracting Party shall be entitled to comply with their respective duties to disclose information, as stipulated by applicable legislation, relevant regulations or any official resolutions, or indirect duties to provide information based on stock exchange rules concerning information disclosed on the basis of this Contract. The other Party must be duly notified of any such disclosure of information.

5. The obligation to maintain confidentiality shall remain in effect for a period of 60 months, even after the validity of this Contract has expired.

Article 25 Severability

If any provision of this Contract and/or these GTC becomes invalid or unenforceable, it will not affect the validity and enforceability of the Contract or the GTC. The Contracting Parties undertake to replace the invalid or unenforceable provision with a new provision the wording of which shall correspond to the commercial intent of the original provision and which shall be effective as of the date the previous provision becomes invalid. The new provision shall take into reasonable consideration the interests of both Parties. The same applies to loopholes in contract provisions.

The Parties are aware of the leading case considered by the Federal Court of Justice [*Bundesgerichtshof*], particularly its ruling of September 24, 2002 – KZR 10/01. The Parties explicitly waive their right to apply Section 139 of the Civil Code, without this decision signifying a mere reversal of the burden of proof.

Article 26 Accordance with Official and Statutory Requirements

These GTC are based on statutory and other framework conditions valid at the time of signing the Contract. The Storage Operator shall be entitled to amend the GTC (with the exception of prices) should it be necessary for the maintenance of compliance with applicable laws and regulations and/or legally binding rulings issued by national and international courts and authorities and/or general implementing regulations, in order to restore the balance of the fulfilment-consideration principle and/or to remove loopholes in the Contract, allowing for its continued performance. The Storage Operator shall notify the Customer in writing of any such amendments no later than six weeks prior to the proposed date of effect thereof. Customers not agreeing to the amendment shall be entitled to withdraw from the Storage Contract in writing at least four weeks prior to the relevant amendment coming into effect. Otherwise, the amendment shall be deemed to have been duly approved. The Storage Operator shall explicitly inform the Customer thereof in the notice.

Annexes:

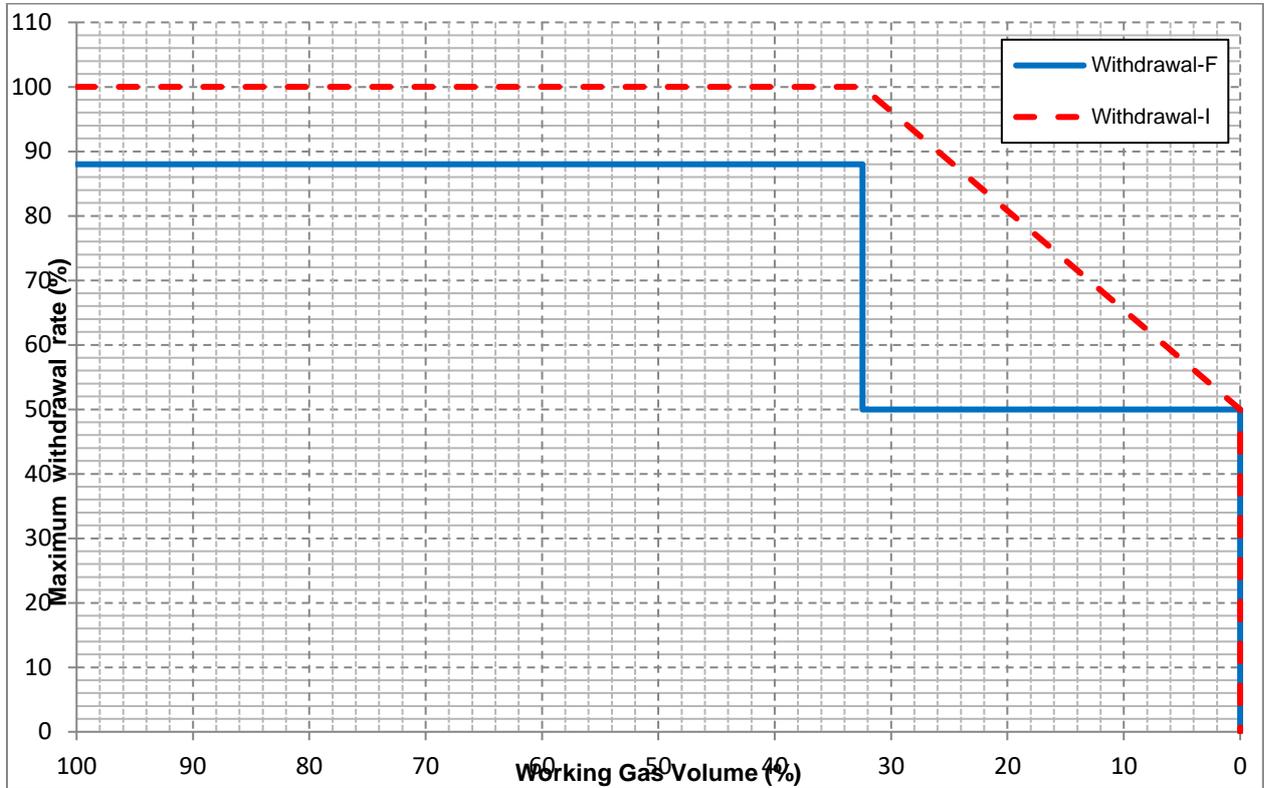
1. **Storage Zone Curves**
2. **Application for Registration in the Storage Capacity Reservation System**

1. Storage Zone Curves

Injection curve



Withdrawal curve



2. Application for Registration in the Storage Capacity Reservation System – Template

1. Company name			
2. Company ID:			
3. Tax ID:			
2. Legal Status:			
3. Field of Business:			
4. Registered office:		State:	Region:
Municipality:	Postal Code:	Street:	No.
5. E-mail:		Telephone:	Fax:
6. Post address:		Name:	Surname:
City:	Postal Code:	Street:	No.
7. Bank references:	Bank:	Account No.:	
8. Directors:			
Title:			
Name:		Surname:	Date of Birth:
Title:			
Name:		Surname:	Date of Birth:
Title:			
Name:		Surname:	Date of Birth:
Title:			
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Name:		Surname:	Date of Birth:
Title:			
Name:		Surname:	Date of Birth:
Title:			
Name:		Surname:	Date of Birth:
Title:			
Name:		Surname:	Date of Birth:
Title:			
9. Method of Proving the Financial Eligibility:		five financial conditions	bank guarantee
The company shall prove its financial eligibility as described Financial Eligibility (see "Documents")		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Please check the right field			
10. General Terms and Conditions			<input checked="" type="checkbox"/>
Please check			
11. Consent with Standard Contract:			<input checked="" type="checkbox"/>
Please check			

Note: All fields of the form have to be completed. Forms with missing data will be rejected.
See the Registration Rules