



# **Trilateral Agreement**

regarding the Financing of Natural Gas Inventory  
(**"Trilateral Agreement"**)

between

**xxx**

**xxx**

**["Storage Customer"]**

and

**xxx**

**xxx**

**["Financing Partner"]**

and

**Uniper Energy Storage GmbH**

Franziusstraße 12, 40219 Düsseldorf

hereinafter referred to individually as **"Party"** and collectively as  
**"Parties"**

### Disclaimer

*This document is a non-exhaustive and legally non-binding draft.*

**WHEREAS**, the Storage Customer has entered into one or several storage contract(s) with Uniper Energy Storage GmbH ("**UST**"). The storage contract(s) relevant to this Trilateral Agreement are listed in Annex 1 ("**Uniper Storage Contract(s)**"). The Uniper Storage Contract(s) are subject to the General Terms and Conditions for Storage Services of UST ("**GTCS**").

**WHEREAS**, the Storage Customer and [Financing Partner] have entered into [agreement] regarding the transfer, in accordance with Article 8 Paragraph 4 of the GTCS, of natural gas quantities stored for the Storage Customer under the Uniper Storage Contract(s).

**WHEREAS**, the Storage Customer intends to transfer corresponding storage capacities available to the Storage Customer under the Uniper Storage Contract(s) to [Financing Partner] in accordance with Article 22 Paragraph 1 of the GTCS.

**THEREFORE**, the Parties agree as follows:

### Article 1 Transfer of Working Gas Quantities

- 1.1 At any time during the Term of this Trilateral Agreement, the Storage Customer may transfer working gas quantities to [Financing Partner] and retransfer working gas quantities from [Financing Partner] back to himself in accordance with the provisions of this Article 1. The term "**Transfer**" and its derivatives shall hereinafter always refer to transfers from the Storage Customer to [Financing Partner] and the term "**Retransfer**" and its derivatives shall hereinafter always refer to transfers from [Financing Partner] to the Storage Customer.
- 1.2 UST shall set up a working gas account in favour of [Financing Partner] in each of the storage facilities covered by the Uniper Storage Contract(s) and shall register on such working gas account any working gas quantities Transferred from the Storage Customer to [Financing Partner] and Retrashed back from [Financing Partner] to the Storage Customer in the respective storage facility. The provisions of Article 1.6 below shall remain unaffected.

The term "**Transferred Working Gas Quantities**" shall always apply to the entire amount of working gas credited to the working gas account(s) of [Financing Partner], taking into account any Transfers, Retransfers, injections and withdrawals. Any provisions in this Trilateral Agreement pertaining to the Transferred Working Gas Quantities shall always apply to the entire amount of Transferred Working Gas Quantities at any given time during the Term of this Trilateral Agreement. [Financing Partner] will receive a monthly statement in accordance with Article 8 Paragraph 5 of the GTCS as well as online access to its account data.

- 1.3 Any Transfers and Retransfers of working gas quantities between the Storage Customer and [Financing Partner] shall be made by using the Trade & Transfer platform in accordance with the provisions of Article 8 Paragraph 4 Letter c) of the GTCS, provided, however, that the following specifics shall apply: The procedure described in sentences 1 and 2 of Article 8 Paragraph 4 Letter c) of the GTCS shall always be initiated by the Storage Customer, irrespective of the direction (Transfer and Retransfer). For confirmation of the Transfer or Retransfer, [Financing Partner] shall receive from UST an email and a verification code by SMS. To confirm the Transfer or Retransfer, [Financing Partner] shall follow the link in the email and enter the verification code received by SMS.

- 1.4 The Storage Customer herewith assigns (*abtreten*) to [Financing Partner] the right of withdrawal of the Transferred Working Gas Quantities. The transfer of title from transferring to accepting Party regarding the Transferred Working Gas Quantities (co-ownership by shares) shall be effected in storage at the time the respective Transfer or Retransfer is registered on the working gas accounts of the Storage Customer and [Financing Partner]. Upon any withdrawal by [Financing Partner] of Transferred Working Gas Quantities, UST will transfer the (sole) ownership in such withdrawn gas quantities to [Financing Partner] in accordance with Article 7 Paragraph 2 of the GTCS.
- 1.5 The provisions of Articles 8 Paragraph 4 Letter d) and Annex IV Section VIII of the GTCS establishing a fee for the transfer of working gas quantities between working gas accounts shall apply to all Transfers and Retransfers of working gas quantities between the Storage Customer and [Financing Partner]. Irrespective of the direction (Transfer and Retransfer), the fees shall be payable by the Storage Customer to UST.
- 1.6 If the transfer of storage capacities and working gas quantities pertains to storage facilities connected to more than one market area (currently 7Fields and Etzel ESE), the provisions of Annex V of the GTCS regarding the requirements set out in the Determination BK9-19/610 ("REGENT 2021") of the Federal Network Agency shall also apply with regard to the Transferred Working Gas Quantities and the Transferred Storage Capacities.

In the storage facilities concerned, UST shall set up for [Financing Partner] the working gas sub-accounts for the German market area THE in accordance with section 1.1 of Annex V and the working gas account for the respective foreign market area. However, [Financing Partner] may not use the storage connection point (take-over and return point) of the respective foreign market area and in particular may only withdraw the Transferred Working Gas Quantities to the German market area THE. Withdrawal of Transferred Working Gas Quantities credited to the working gas account for the respective foreign market area can only be effected in accordance with section 5.3 of Annex V of the GTCS.

Transfers pursuant to this Article 1 may only be made between the Storage Customer's and [Financing Partner's] working gas sub-accounts of the same type, i.e. between the discount accounts or between the non-discount accounts for the THE market area as well as between the working gas accounts for the respective foreign market area.

## Article 2

### Transfer of Storage Capacities

- 2.1 Any Transfer and Retransfer of working gas quantities in accordance with Article 1 shall automatically cause a simultaneous transfer of storage capacities (working gas capacity, injection rate and withdrawal rate) in accordance with the provisions of this Article 2. The terms "**Transferred Working Gas Capacity**", "**Transferred Injection Rate**" and "**Transferred Withdrawal Rate**" (jointly the "**Transferred Storage Capacities**"). shall always apply to the entire amount of working gas capacity, injection rate and withdrawal rate transferred from the Storage Customer to [Financing Partner] at any given time during the term of this Trilateral Agreement.
- 2.2 For each Transfer of working gas quantities (in kWh) from the Storage Customer to [Financing Partner], a corresponding amount (in kWh) of the working gas capacities available to the Storage Customer under the Uniper Storage Contract(s) in the respective storage facility shall be transferred from the Storage Customer to [Financing Partner]. Accordingly, for each Retransfer of working gas quantities (in kWh) from [Financing Partner] to the Storage Customer, a corresponding amount (in kWh) of the Transferred Working Gas Capacity shall be transferred

back to the Storage Customer. Each transfer of working gas capacities shall take effect at the time the respective Transfer or Retransfer of the corresponding working gas quantities is registered on the working gas accounts of the Storage Customer and [Financing Partner].

For any Transfers, if the Storage Customer has both firm and interruptible working gas capacities available in the respective storage facility under the Uniper Storage Contract(s), the interruptible working gas capacities shall be transferred first; only in the event of a complete transfer of the interruptible working gas capacities shall firm working gas capacities also be transferred. Correspondingly, for any Retransfers, any firm working gas capacities which are part of the Transferred Working Gas Capacity shall be transferred back to the Storage Customer first.

For any Transfer or Retransfer, which is performed over a period of several consecutive hours, the amount (in kWh) of working gas capacity transferred from transferring to accepting Party shall in each hour of the period be equal to the amount of working gas (in kWh) so Transferred or Retransferred in the respective hour.

- 2.3 Subject to Article 2.3.4 below, injection rate and withdrawal rate shall be transferred according to the following provisions. For Transfers made at once (i.e. Transfer of entire working gas quantity within one hour) the rates are calculated in accordance with Article 2.3.1 and for Transfers over a period of time the rates are calculated in accordance with Article 2.3.2. For Retransfers the rates are calculated in accordance with Article 2.3.3, irrespective of the duration of the Retransfer.
- 2.3.1 For any Transfer, which is made at once, the injection rate and withdrawal rate to be transferred from the Storage Customer to [Financing Partner] shall be calculated on the basis of the ratios between the Storage Customer's working gas capacity (in kWh) and the Storage Customer's injection rate and withdrawal rate (in kWh/h), respectively.

For determining such ratio, the entire firm and interruptible working gas capacity as well as the entire firm and interruptible injection rate and withdrawal rate available to the Storage Customer under the Uniper Storage Contract(s) for the storage facility concerned shall be taken into account. Conditional capacities as well as capacities contracted by the Storage Customer in accordance with Article 2a of the GTCS shall not be considered. The ratios so determined for each of the injection rate and the withdrawal rate in relation to the working gas capacity (in kWh/h of rate per kWh of working gas capacity) shall be applied to the amount of working gas quantities (in kWh) covered by the Transfer.

If the Storage Customer has both firm and interruptible injection rate and/or withdrawal rate available in the respective storage facility under the Uniper Storage Contract(s), the interruptible injection rate and/or withdrawal rate shall be transferred first. Only in the event of complete transfer of the interruptible injection rate and/or withdrawal rate shall firm injection rate and/or withdrawal rate also be transferred.

The transfer of injection rate and withdrawal rate shall take effect at the time of the respective Transfer.

- 2.3.2 For any Transfer, which is performed over a period of several consecutive hours, the injection rate and withdrawal rate to be transferred from the Storage Customer to [Financing Partner] shall be the lower amount of (i) the rates calculated in accordance with Article 2.3.1 above or (ii) the hourly value of the rate of transfer (in kWh/h) of the working gas quantities from the Storage Customer to [Financing Partner].

If the Storage Customer has both firm and interruptible injection rate and/or withdrawal rate available in the respective storage facility under the Uniper Storage Contract(s), the interruptible injection rate and/or withdrawal rate shall be transferred first. Only in the event of complete

transfer of the interruptible injection rate and/or withdrawal rate shall firm injection rate and/or withdrawal rate also be transferred.

The transfer of injection rate and withdrawal rate shall take effect at the first hour of the period of the respective Transfer.

- 2.3.3 For any Retransfer, the injection rate and withdrawal rate to be transferred back to the Storage Customer from [Financing Partner] shall be calculated on the basis of the ratio between the Transferred Working Gas Capacity and each of the Transferred Injection Rate and Transferred Withdrawal Rate, respectively, at the time of the Retransfer. The ratio so determined (in kWh/h of rate per kWh of working gas capacity) shall be applied to the working gas quantities (in kWh) covered by the Retransfer. Any firm injection rate and withdrawal rate which is part of the Transferred Injection Rate and Transferred Withdrawal Rate shall be transferred back to the Storage Customer first. The transfer of injection rate and withdrawal rate shall take effect at the time (or the last hour of the period) of the respective Retransfer.
- 2.3.4 The Storage Customer and [Financing Partner] may, for any given Transfer or Retransfer, deviate from the amounts of injection rate and/or withdrawal rate determined by the provisions of Article 2.3.1 to 2.3.3 above. They may select higher values (limited always by the overall amount of firm and interruptible injection rate and withdrawal rate available to the Storage Customer under the Uniper Storage Contract(s) for the storage facility concerned) or lower values, including nil ("0"). To select different values, the Storage Customer, when initiating a Transfer or Retransfer in accordance with Article 1.3 above, must enter the desired values for injection rate and/or withdrawal rate (in kWh/h) in the text field provided in the Trade & Transfer platform.
- 2.3.5 The Transferred Injection Rate and Transferred Withdrawal Rate shall always be subject to the injection rate curve and withdrawal rate curve applicable to the Storage Customer's injection and withdrawal rates in accordance with the Uniper Storage Contract(s).
- 2.4 [Financing Partner] herewith authorises the Storage Customer to use the Transferred Injection Rate and Transferred Withdrawal Rate for the Storage Customer's own purposes during the Term of this Trilateral Agreement, unless and until [Financing Partner] notifies UST in writing that this authorisation has been cancelled.
- 2.5 As provided for by Article 22 Paragraph 1 of the GTCS, the rights with respect to the Transferred Storage Capacities (in particular the making of nominations) may be exercised directly by [Financing Partner] during the Term of the Transfer. However, as [Financing Partner] will not be automatically enabled by UST Dispatching to make such nominations, [Financing Partner] must first notify UST in writing of his intention to do so. Setting up [Financing Partner] to be able to make nominations will require up to fourteen (14) days from receipt by UST of [Financing Partner's] notification.
- 2.6 During the Term of this Trilateral Agreement, the Storage Customer shall remain liable to UST for its obligations under the Uniper Storage Contract(s) (including but not limited to payment of the storage fees). According to Article 22 Paragraph 1 Sentence 5 of the GTCS, UST will invoice the Storage Customer for an additional System Service Fee for each of the storage facilities covered by the Uniper Storage Contract(s). The full additional System Service Fee shall be payable for each storage year covered (fully or partly) by the Term of this Trilateral Agreement. Notwithstanding Article 16 Paragraph 2 of the GTCS, the full amount of the additional System Service Fee shall be invoiced at the beginning of each respective storage year (or the beginning of the Term, if the Term begins during a given storage year).
- 2.7 [Financing Partner] may not transfer the Transferred Storage Capacities in accordance with Articles 2a and 22 of the GTCS to any third party.

### Article 3

#### Term

This Trilateral Agreement shall enter into force upon signing by all Parties. Unless terminated earlier by written agreement of all Parties, this Trilateral Agreement shall remain valid and binding until the end of the originally agreed term of the Uniper Storage Contract with the longest term set forth in Annex 1 (as amended).

### Article 4

#### Credit

- 4.1 The lien in accordance with Article 7 Paragraph 3 GTCS securing UST's claims against the Storage Customer shall continue against the Transferred Working Gas Quantities. However, UST will not appropriate the Transferred Working Gas Quantities, enforce its rights under Article 7 of the GTCS to withhold and market the Transferred Working Gas Quantities, or enforce any other withholding or security right (*Zurückbehaltungsrecht oder Sicherungsrecht*) regarding the Transferred Working Gas Quantities provided that [Financing Partner] performs the Storage Customer's obligations under the Uniper Storage Contract(s), including without limitation the payment of any and all storage fees due and payable for the Transferred Storage Capacities.
- 4.2 UST will inform [Financing Partner] without undue delay of any failure (*Verzug* in accordance with Article 286 of the German Civil Code) by the Storage Customer to perform any of its payment obligations in whole or in part under the Uniper Storage Contracts with respect to the Transferred Storage Capacities, if the Storage Customer does not remedy such failure within a reasonable period of time following a reminder by UST.

### Article 5

#### Other Arrangements

- 5.1 In the event of a termination of the Uniper Storage Contract(s) relating to the Transferred Storage Capacities in accordance with Article 21 of the GTCS before the end of the Term of this Trilateral Agreement, [Financing Partner] must reduce its working gas account balance in the storage facilities affected by the termination of the Uniper Storage Contract(s) to zero (0) without undue delay. This reduction must be made either by withdrawal using the maximum Transferred Withdrawal Rate or by transfer of Transferred Working Gas Quantities to another storage customer in accordance with Article 8 Paragraph 4 of the GTCS. Ownership to the Transferred Working Gas Quantities shall be unaffected by such termination. In case of a transfer of Transferred Working Gas Quantities to another storage customer, the fee in accordance with Article 8 Paragraph 4 Letter d) of the GTCS shall be payable by [Financing Partner].
- 5.2 [Financing Partner] may decide, at its discretion, to pay the storage fees applicable under the terminated Uniper Storage Contract(s) to the respective amount of Transferred Working Gas Capacity, Transferred Injection Rate and Transferred Withdrawal Rate at the time of the termination. In such case, payment of the respective fees by [Financing Partner] must be made for the time period from the termination of the Uniper Storage Contract(s) until [Financing Partner] has reduced its working gas account balance to zero (0) in the storage facilities affected by the

termination of the Uniper Storage Contract(s). If [Financing Partner] decides to pay such fees, the amount (in kWh / kWh/h) and quality (firm and/or interruptible) of the Transferred Working Gas Capacity, Transferred Injection Rate and Transferred Withdrawal Rate will remain unaffected. If [Financing Partner] decides not to pay such fees, the Transferred Working Gas Capacity and Transferred Withdrawal Rate will generally remain available to it until it has reduced its working gas account balance to zero (0), provided, however, that the Transferred Withdrawal Rate will be made available by UST on a conditional basis only.

If [Financing Partner] has no Transferred Withdrawal Rate at the time of the occurrence of an event in accordance with Article 5.1, UST shall make available to [Financing Partner] free of charge an amount of conditional withdrawal rate determined by UST. [Financing Partner] shall use such conditional withdrawal rate for the purpose of reducing its working gas account balance to zero (0) without undue delay.

- 5.3 By the end of each of the Term of this Trilateral Agreement, [Financing Partner] must have reduced its working gas account balance to zero (0), either by withdrawal or by transfer of the Transferred Working Gas Quantities to another customer, including, but not limited to, the Storage Customer. If a Uniper Storage Contract expires during the Term of this Trilateral Agreement, [Financing Partner] shall ensure that its working gas account balance in the respective storage facility does not exceed the amount of Transferred Working Gas Capacity (if any) that remains available to it in the respective storage facility after the end of the respective Uniper Storage Contract.
- 5.4 If [Financing Partner] fails to fulfil its obligations under Article 5.1 and 5.3 above, the provisions of Article 12 Paragraph 3 of the GTCS shall apply mutatis mutandis.

## **Article 6 Contacts**

In case of any questions about the transaction described above, please contact the following contact persons:

### **[Storage Customer]**

Name [Storage Customer contact 1]

Department

E-Mail

Phone

Address

Name [Storage Customer contact 2]

Department

E-Mail

Phone

Address

### **[Financing Partner]**

Name [Financing Partner contact 1]

Department

E-Mail

Phone

Address

Name [Financing Partner contact 2]

Department

E-Mail

Phone

Address

**Uniper Energy Storage GmbH**

xxxxxx

Key Account Manager, Marketing & Sales

xxxxxxx@uniper.energy

Franziusstraße 12, 40219 Düsseldorf, Germany

**Article 7  
General Provisions**

The provisions of Article 26 (Written Form Clause), Article 27 (Contract Review Following a Change in Circumstances), Article 28 (Governing Law, Settlement of Disputes), Article 29 (Confidentiality) and Article 30 (Severability) of the GTCS shall apply mutatis mutandis to this Trilateral Agreement. In particular, the provisions of Article 28 of the GTCS concerning the settlement of disputes shall also apply to any disputes which may arise between UST and [Financing Partner] in relation to this Trilateral Agreement.

Unless expressly provided for otherwise in this Trilateral Agreement, any rights and obligations under the Uniper Storage Contract(s) shall remain between UST and the Storage Customer.

*Place, date*

\_\_\_\_\_  
[Storage Customer]

*[Place, date]*

\_\_\_\_\_  
[Financing Partner]

Düsseldorf, [date]



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Uniper Energy Storage GmbH

draft

Annex 1:

List of Uniper Storage Contract(s) with date and contract ID:

Storage	Contract ID	Date of signing

draft