



## **GENERAL TERMS AND CONDITIONS**

**for Storage Services  
("GTCS")**

**of**

**Uniper Energy Storage GmbH,  
Franziusstraße 12, 40219 Düsseldorf**

(hereinafter referred to as "Uniper Energy Storage")

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## **Article 1**

### **Terms and Definitions**

1. **"Request"** is a legally non-binding communication from a storage customer to Uniper Energy Storage informing that he is interested in certain storage capacities or a certain storage product from Uniper Energy Storage. A request serves solely to initiate contract negotiations between the storage customer and Uniper Energy Storage. The request has no reserving effect with regard to the requested storage capacities.
2. **"Offer"** shall mean a binding declaration of intent by which one party offers to conclude a contract with another.
3. **"Acceptance"** shall mean a binding declaration of intent. A contract is created by acceptance of an offer.
4. **"Working gas"** shall mean the quantity of natural gas in kWh which is (co-)owned by the storage customer and which is the sum of the natural gas quantities that are injected into storage and that are transferred to the storage customer according to Article 8 Paragraph 4 less the sum of the natural gas quantities withdrawn from storage and transferred by the storage customer to other customers according to Article 8 Paragraph 4 as well as the special losses to be borne by the storage customer according to Article 8 Paragraph 3.
5. **"Working gas capacity"** shall mean the working gas quantity in kWh that the storage customer may inject in total according to the storage contract.
6. **"Withdrawal rate"** shall mean the maximum natural gas quantity per hour in kWh/h which is held available for the storage customer by Uniper Energy Storage according to the storage contract and taking into account the Technical Framework Conditions according to Annex III of these General Terms and Conditions and with which the storage customer may withdraw, at the return point of a given storage facility, the working gas which it has injected.
7. **"Bank working day"** shall mean a day on which banks in Frankfurt/Main are open for the conduct of normal banking business.

8. **"Injection rate"** shall mean the maximum natural gas quantity per hour in kWh/h which the storage customer may inject at the take-over point of a given storage facility according to the storage contract and taking into account the Technical Framework Conditions according to Annex III of these General Terms and Conditions.
9. **"Entry network operator"** for the purpose of these General Terms and Conditions shall mean the operator of the adjacent gas supply network connected to the storage facility by a take-over and return point.
10. **"Bundled storage capacities"** are storage capacities which have been combined to form a storage bundle.
11. **"Kilowatt hour" ("kWh")** shall mean after conversion three-point-six (3.6) Megajoules, 1 Megajoule ("MJ") after conversion being one million ( $10^6$ ) Joules according to the derived SI Unit of Quantity of Heat – contained in ISO 80000 (SI Units And Recommendations For Use Of Their Multiples And Of Certain Other Units).
12. **"Customers"** shall mean the totality of those natural persons or legal entities who at a certain point in time have each concluded a contract with Uniper Energy Storage for the provision of storage capacities.
13. **"Customer portal"** shall mean the place where customer information such as contracts is stored. It is part of the storage portal. At Uniper Energy Storage the name of the customer portal is **"My Account"**.
14. **"Trade & Transfer Platform"** means the trading platform provided by Uniper Energy Storage for its customers as part of the Storage Portal. The Trade & Transfer Platform enables short-term storage capacity trading pursuant to Article 2a and the transfer of working gas quantities between working gas accounts in accordance with Article 8 Paragraph 4. The Trade & Transfer Platform can be accessed on the website of Uniper Energy Storage at "<https://storage-portal.uniper.energy/#/trade-and-transfer-platform>".
15. **"Advanced user"** shall mean a natural person who is authorized by a company and who by virtue of registration and licensing according to Article 1a is entitled to make declarations of intent (including offers and acceptances) and other legal actions on behalf of the company concerned as well as to view all of the company's data in "My Account".

16. **"Basic user"** shall mean a natural person who is authorized by a company and who by virtue of registration and licensing according to Article 1a is entitled to view all data of the company concerned in "My Account" but without having the power to make declarations of intent (including offers and acceptances) and other legal actions.
17. **"Party"** shall mean storage customer or Uniper Energy Storage and **"Parties"** shall mean storage customer and Uniper Energy Storage.
18. **"Reference price (Purchase)"/"Reference price (Sale)"** shall mean the purchase price or sale price at the virtual trading point Trading Hub Europe (THE) H-Gas in €/MWh on a particular day; the relevant price being the arithmetic mean, rounded to three decimal places according to commercial practice, of Day-ahead Bid and Day-ahead Offer prices published in the ICIS European Spot Gas Markets (ESGM) under the heading "THE Price Assessment" for the particular day on the trading day immediately preceding the day concerned. Should the values for THE Day-Ahead Bid and THE Day-ahead Offer no longer be published, they shall be replaced with the values which correspond the closest to these values and are published by a reputable information service provider.
19. **"Special losses"** shall mean those natural gas quantities that are lost as a result of incidents of force majeure according to Article 17 Paragraph 1 in the storage facility in which the storage customer has storage capacities on the basis of at least one storage contract with Uniper Energy Storage.
20. **"Storage facility"** shall mean one or a totality of multiple underground storage facilities that are spatially directly connected to one another, including storage pipes and technical plant, which are connected to a gas supply network by (at least) one common take-over and return point. In the event of jointly used storage facilities, storage facility shall mean only that portion of the plant that is available to Uniper Energy Storage.
21. **"Storage plants"** shall mean all of the technical items of equipment of a storage facility including the underground storage cavities.
22. **"Storage bundle"** is the combination of working gas capacity with injection rate and withdrawal rate in a fixed ratio to one another; this ratio may vary from storage facility to storage facility or from storage product to storage product at a facility.

23. **"Storage year"** is the period from 6.00 hours on 1 April of one calendar year to 6.00 hours on 1 April of the following calendar year.
24. **"Storage capacities"** shall mean the withdrawal rate and/or injection rate and/or working gas capacity; the storage capacities may consist of firm, interruptible or conditional capacities/rates in accordance with the provisions of Article 18 and Annex III.
25. **"Storage customer"** shall mean that natural person or legal entity or registered partnership that is or intends to become party to an effective storage contract with Uniper Energy Storage.
26. **"Storage month"** shall mean the period from 6.00 hours on the first day of one calendar month to 6.00 hours on the first day of the following calendar month.
27. **"Storage portal"** is part of the Internet presence of Uniper Energy Storage where all data about the storage facilities and storage capacities of Uniper Energy Storage are published and through which offers can be made for the conclusion of storage contracts through auctions, by visiting <https://storage-portal.uniper.energy>.
28. **"Day"** shall mean the gas day, that is to say the period from 6.00 hours on one day to 6.00 hours on the next following day.
29. **"Participants"** shall mean Advanced Users and Basic Users of the storage portal and customer portal.
30. **"Take-over/Return Point"** shall mean the physical connection of a storage facility to the gas supply network of the entry network operator at which gas can be withdrawn from the gas supply network for the purpose of storage (exit point) or at which gas can be transferred from the storage facility to the entry network operator (entry point).
31. **"Unbundled storage capacities"** shall mean the three components working gas capacity, injection rate and withdrawal rate in so far as they are not combined in a fixed ratio as a storage bundle.
32. **"Working day"** for the purpose of these General Terms and Conditions shall mean any day of the week from Monday to Friday except the statutory holidays in North Rhine-Westphalia.

33. All references to time in these General Terms and Conditions for Storage Services are to the legal time in Germany (Central European Time and Central European Summer Time in accordance with Section 4 of the Units and Time Act – EinhZeitG) in conjunction with the Summer Time Ordinance as amended from time to time. To the extent that times are used in connection with actions carried out via the storage portal (e.g. deadline for submitting an offer during an auction), the system time of the storage portal server shall apply.

## **Article 1a**

### **Registration, Licensing, Use of Storage Portal/Customer Portal**

1. Uniper Energy Storage publishes available capacities of its storage facilities on its storage portal. Anyone may view all information that is relevant for the conclusion of a storage contract on the storage portal, without registration. In the same way, requests can be sent to Uniper Energy Storage via the storage portal without registration.
2. The use of the customer portal "My Account", which is an enhanced function of the storage portal, the participation in auctions (placing bids) as well as the use of the Trade & Transfer Platform for the purposes of short-term storage capacity trading and transfers of working gas are subject to licensing. Licensing is only available for companies that are entered in the companies register or comparable foreign register. Licensing is open to:
  - a) individual natural persons who are authorized to represent the respective company, or
  - b) functional mailboxes for which the respective company shall ensure that only such natural persons who are authorized to represent the company have access to the functional mailbox.

Licensing takes place in two steps:

- In the first step (registration), the master data of the company and an e-mail address as contact address have to be submitted. In case of Sentence 3 Letter a) of this Paragraph, the master data of the natural person must be submitted as well; in case of Sentence 3 Letter b) the term "xxx" must be



entered into the input fields requesting the master data of the natural person and the functional mailbox must be submitted as e-mail address. Uniper Energy Storage sends an e-mail to the submitted e-mail address with a link to confirm registration and to create a personal password. When registration is complete, a personal profile for the natural person or the functional mailbox is automatically created, including the option to receive a regular newsletter from Uniper Energy Storage. The company for whom the particular natural person or the natural persons with access to the functional mailbox shall act is also registered.

- In the second step (application for personal licensing), the registration must be confirmed in writing by the registered company and – if applicable – also by the registered natural person. An application for personal licensing is made by signing and sending a form being accessible in “My Account” under “data”. Alternatively to undersigning the form it may also be signed using a qualified electronic signature in accordance with Section 126a of the Civil Code and submitted electronically to Uniper Energy Storage.
  - In case of Sentence 3 Letter a) of this Paragraph the form shall be undersigned, or signed electronically, by the company and by the registered natural person.
  - In case of Sentence 3 Letter b) of this Paragraph the form shall be undersigned, or signed electronically, by the company. In such case, the form must state the e-mail address of the functional mailbox and must include the confirmation that all persons with access to the functional mailbox are authorized to represent the company.
  - In each case, a current extract from the companies register or comparable foreign register shall also be submitted to Uniper Energy Storage.

Depending on the scope of the authorization granted by the company, in case of Sentence 3 Letter a) of this Paragraph the natural person concerned receives participant access either as a Basic User or as an Advanced User. In case of Sentence 3 Letter b) of this Paragraph the scope of the authorization granted by the company shall apply uniformly to all persons submitting declarations via the functional mailbox; therefore, such persons

shall all be either Basic Users or Advanced Users. Only Advanced Users may conclude storage contracts pursuant to Article 2, become involved in short-term storage capacity trading in the sense of Article 2a and transfer working gas in accordance with Article 8 Paragraph 4.

3. Uniper Energy Storage shall examine all data and documents to be submitted in accordance with Paragraph 2 within five working days from receipt thereof and, if all requirements are satisfied, shall grant the license applied for. After licensing, Uniper Energy Storage shall send an e-mail confirmation to the future participant. If the data of a participant or a functional mailbox as asked for according to Paragraph 2 change after licensing, the company shall be obliged to notify Uniper Energy Storage of the changed data forthwith. The company undertakes to treat passwords with strict confidentiality, protect them from third party access and not to disclose them to third parties. In case of Sentence 3 Letter a) of Paragraph 2 the company shall obligate any participant to be bound by this undertaking of confidentiality, in case of Sentence 3 Letter b) of Paragraph 2 it shall obligate any authorized person correspondingly. In the event of the misuse of access data by third parties, the company shall be obliged to indemnify Uniper Energy Storage for loss it sustains (including indirect/consequential loss [*mittelbarer Schaden*], in particular loss of profit) if and to the extent that the company, a participant or an authorized person is responsible for the misuse of the access data.
4. The storage customer warrants the accuracy of the data supplied for registration and licensing purposes. Uniper Energy Storage shall within the scope of the relevant provisions of the data protection laws be entitled to store and use the data supplied for registration and licensing if this is required for registration and licensing, the use of the customer portal and the Trade & Transfer Platform as well as for carrying out, processing and administering of storage contracts, offers or requests.
5. Uniper Energy Storage reserves the right to cancel the licensing at any time in text form, in particular should it become aware of the inaccuracy of the data or documents supplied according to Paragraph 2. Participants and the authorizing companies may also cancel the licensing at any time in text form. In case of cancellation, Uniper Energy Storage shall immediately erase the affected data having regard to the relevant provisions of the data protection laws, provided they are not absolutely essential for processing an already existing contractual relationship between Uniper Energy Storage and the storage customer concerned.

In this instance, the data shall be erased as soon as the grounds stated in the preceding sentence cease to apply.

6. The storage portal and its functions, including the customer portal and the Trade & Transfer Platform, can only be used within the limits of the present state of the art and technical availability. Uniper Energy Storage shall be entitled to temporarily restrict the use of the storage portal if and to the extent that this is necessary to guarantee the security and integrity of the servers or to carry out technical measures that ensure the proper or improved provision of the storage portal or in the event of unforeseen technical faults, in particular an interruption in power supplies or a hardware or software failure. Uniper Energy Storage shall advise the participants affected by e-mail or, if this is not technically possible, by fax and shall make every economically reasonable effort to restore the availability of the storage portal forthwith. Neither auction bids, requests via the portal nor short-term storage capacity trading or working gas transfers will be possible while the storage portal is unavailable. If the portal becomes unavailable during an auction, the expiry of the deadline for submitting offers is not affected, and offers already submitted remain valid. Uniper Energy Storage is, however, entitled to prematurely stop the auction at its own discretion. The foregoing shall be without prejudice to Article 20 of the GTCS.

## **Article 2**

### **Conclusion of Contract**

1. Free storage capacities of Uniper Energy Storage are usually published on the storage portal of Uniper Energy Storage for several years in advance. A storage contract between Uniper Energy Storage and the storage customer for these free storage capacities is usually concluded according to the principle of offer and acceptance during bilateral negotiations (Paragraphs 2 to 4), or in an auction (Paragraphs 5 to 8).
2. Uniper Energy Storage shall publish all information necessary to conclude a storage contract on its storage portal; this information includes the names of the storage facilities operated by Uniper Energy Storage, the products available in each of these, the volume and the period of available storage capacities. Storage contracts may be concluded with a maximum contract term (storage period) of fifteen (15) storage years.

The storage customer can at any time send a request to Uniper Energy Storage, with which he expresses his interest in certain storage capacities of Uniper Energy Storage. To facilitate requests, an editable electronic form is made available for the storage customer in the storage portal. A request does not represent a binding offer, but only an invitation on the part of the storage customer to Uniper Energy Storage to enter into contractual negotiations. During a storage year requests can also be made for storage capacities with a shorter term than one year for the respective current storage year.

3. A storage contract is concluded using the principle of offer and acceptance. The submission of offers for the conclusion of a storage contract and declarations of acceptance of such on the part of the storage customer can be carried out solely by persons licensed as Advanced Users or who have otherwise proved beyond doubt that they have authorization. The precondition for concluding a storage contract is a successful credit screening pursuant to Article 16a.
4. The effective conclusion of the contract requires offer and acceptance to be made in text form (e.g. e-mail), clearly stipulating at least the following parts of the contractual agreement:
  - exact contractual parties,
  - storage capacities covered by the storage contract,
  - contractual term (period of storage use) and
  - price or price formula.

In addition, the contract shall be concluded on the basis of the standard storage contract published on the web pages of Uniper Energy Storage at the time the contract was concluded, and the General Terms and Conditions for Storage Services (GTCS) published on the web pages of Uniper Energy Storage at the time of the conclusion of the contract, unless the use of another storage contract and/or deviations from the GTCS have been explicitly agreed upon between the storage customer and Uniper Energy Storage.

A contract concluded in text form is to be subsequently documented without undue delay by contract documents made in accordance with the requirements of the written form (Section 126 of the Civil Code) or the electronic form as per Section 126a of the Civil Code (qualified electronic signature), undersigned or signed, as applicable, to that effect by Uniper Energy Storage and the storage customer. The

concluded storage contract shall be entered in the respective storage customer's "My Account".

5. Uniper Energy Storage reserves the right to allocate parts of its storage capacities in a public auction, in particular when demand for storage capacities exceeds available storage capacities. Uniper Energy Storage will provide information on auctions on its web pages ([www.uniper.energy/storage/](http://www.uniper.energy/storage/)) as well as in its newsletter.
6. Uniper Energy Storage shall publish the relevant auction conditions in the storage portal in good time before an auction begins. These include, in particular, information about the product (e.g. number of lots to be auctioned, storage capacities per lot, other product parameters such as storage curves), the contract term or possible contract terms, the auction procedure (e.g. date of auction, deadline for submitting bids), elements for which the storage customer is bidding (e.g. elements of a price formula) as well as provisions in case a bid is only partially successful. Uniper Energy Storage shall also publish contract documents (storage contract document and General Terms and Conditions), forming a basis for the conclusion of the storage contract with the successful bidders.
7. Only those persons licensed as Advanced Users are entitled to submit bids in an auction. Submitting a bid is only possible via the storage portal, by completing the respective bidding mask. Each bid represents a binding offer from the storage customer to conclude a storage contract. This also applies if a storage customer submits several bids. By submitting a bid, the storage customer agrees to the auction conditions as well as the contract documents published by Uniper Energy Storage. Article 16a applies with respect to the storage customer's credit-worthiness.
8. Uniper Energy Storage is entitled, but not obliged, to accept one or several offers submitted in the auction. Successful bidders are informed about acceptance immediately by e-mail. A contract concluded during an auction shall be subsequently documented without undue delay by contract documents made in accordance with the requirements of the written form (Section 126 of the Civil Code) or the electronic form as per Section 126a of the Civil Code (qualified electronic signature), undersigned or signed, as applicable, to that effect by Uniper Energy Storage and the storage customer. The concluded storage contract shall be entered in the respective storage customer's "My Account".

9. The actual performance of the storage contract generally does not begin before the end of ten (10) working days after conclusion of the storage contract. Uniper Energy Storage will shorten this period to the extent reasonably possible. The contractually agreed storage period and storage customer's payment obligations for the entire storage period remain unaffected.

## **Article 2a**

### **Short-term Storage Capacity Trading**

1. During the term of their storage contract with Uniper Energy Storage, all storage customers of Uniper Energy Storage are entitled to participate via the Trade & Transfer Platform in the short-term trading of storage capacities of the storage facility to which the relevant storage contract relates, unless they have been excluded in accordance with the provisions of Paragraph 9.
2. Short-term capacity trading is limited to the trading of injection or withdrawal capacity, including injection or withdrawal capacity that the storage customer acquired from Uniper Energy Storage as part of storage bundles. Short-term trading of working gas capacity (bundled or unbundled) is not possible.
3. Using the Trade & Transfer Platform, the storage customer (i) can conclude further short-term storage capacity contracts (Paragraph 4), (ii) can himself offer storage capacities acquired by him to other storage customers (Paragraph 5) or (iii) have them offered by Uniper Energy Storage (Paragraph 6) or (iv) can post a search (Paragraph 7). Only participants registered as Advanced Users for the respective storage customer are entitled to do this.
4. Short-term storage capacity offers will be displayed on the Trade & Transfer Platform. These can be offers from other storage customers in the relevant storage facility as well as offers from Uniper Energy Storage itself. The respective offeror is named in the offer.

The storage customer can accept an offer on the Trade & Transfer Platform. To do this, he must call up the relevant offer and then click the "Book" button. After entering his password again, he can click the "Confirm" button, by which he bindingly accepts the relevant offer. If and to the extent allowed for the respective offer, acceptance may refer to a specific partial quantity selected by the storage

customer only (instead of all storage capacities offered). However, the storage customer must accept the (partial) storage capacities for the full term on offer. Up to the acceptance of an offer, the respective offeror is entitled at any time to withdraw the offer.

- a) In case of an offer posted by a storage customer, the contract between the offering and the accepting storage customer is concluded immediately upon the first declaration of acceptance of a storage customer made via the Trade & Transfer Platform; the offer shall be deleted from the Trade & Transfer Platform immediately to the corresponding extent. Uniper Energy Storage shall immediately inform both the offering storage customer and the accepting storage customer about the successful conclusion of the contract by e-mail.
- b) In case of an offer posted by Uniper Energy Storage, the contract between Uniper Energy Storage and the storage customer is concluded immediately upon the first declaration of acceptance submitted by a storage customer via the Trade & Transfer Platform; the relevant offer or part thereof will immediately be deleted from the Trade & Transfer Platform. Uniper Energy Storage will, without delay, inform the accepting storage customer by e-mail of the successful conclusion of the contract. The basis for the contract concluded via the trading platform in the storage portal are the General Terms and Conditions for Storage Services (GTCS) published on the web pages of Uniper Energy Storage at the time of the conclusion of the contract; the contractual provisions of already existing storage contracts between Uniper Energy Storage and the storage customer remain unaffected.

If another storage customer has already accepted the offer just before a storage customer indicates his willingness to accept the offer, there will be a message, upon clicking the relevant buttons, informing him that the offer has already been accepted by another storage customer, and he will not be able to submit his acceptance declaration.

5. Every storage customer has the right to make an offer of his own to other storage customers via the Trade & Transfer Platform of such storage capacities as he has at his disposal by virtue of a storage contract concluded directly between him and Uniper Energy Storage, limited to the types of capacities described in Paragraph 2 above. Only those storage capacities may be offered which the storage customer,

taking into account his individual injection or withdrawal curve and his individual working gas filling level, could also make full use of himself continuously throughout the entire offer period.

- a) To create an offer, the storage customer (hereinafter referred to as the "**Tenderer**") must go to the "My Trade & Transfer Platform" area on the Trade & Transfer Platform, click on the "Start Trade/Transfer" button there, select the option "Public Trade" and specify the details of his offer in the following menu, in particular which storage capacities are to be offered and at what price and for what period. Storage capacities acquired by the Tenderer from Uniper Energy Storage as firm capacities may only be offered as firm capacities, and storage capacities acquired by the Tenderer from Uniper Energy Storage as interruptible capacities may only be offered as interruptible capacities; conditional capacities cannot be offered. The Tenderer can also determine if and to what extent the offer can also be accepted for partial amounts only. Additionally, the Tenderer can specify whether his offer is to be displayed to all or only certain storage customers in the storage facility concerned. After specifying the details of the offer and entering his password again, the Tenderer can submit the relevant offer bindingly by clicking the "Confirm" button. The offer will be displayed on the Trade & Transfer platform immediately thereafter.
- b) The Tenderer is solely responsible for the details of the offer determined by him as per Letter a) above. Uniper Energy Storage does not warrant the correctness of the entries made by the Tenderer.
- c) Immediately after the offer has been bindingly submitted by the Tenderer, other storage customers may accept the offer by clicking on the respective buttons on the Trade & Transfer Platform pursuant to Paragraph 4 Letter a) (if applicable, limited to the storage customers selected by the Tenderer pursuant to sentence 5 of Letter a) above). The Tenderer is entitled to withdraw his offer as long as it has not yet been accepted by another storage customer. If the Tenderer has permitted partial acceptance of the offer, withdrawal is no longer possible after partial acceptance either. To withdraw his offer, the Tenderer must call up his relevant offer in the "My Trade & Transfer Platform" area and can then delete it by clicking on the relevant button. The offer ends automatically at 03:00 hours on the gas day that precedes the first day of the period for which the storage capacities are



offered. In case of intraday capacities being offered, the offer ends automatically at 02:00 hours on the gas day for which the storage capacities are offered.

- d) By acceptance of the offer according to Letter c) sentence 1, a contract is concluded between the Tenderer and the accepting storage customer with regard to the offered storage capacities (or any portion thereof) for the agreed term. The storage capacities that are subject of the contract between the Tenderer and the accepting storage customer shall hereafter be referred to as “**marketed storage capacities**”. In case of intraday capacities being offered, the contract term starts at the beginning of the third full hour following the time of the conclusion of the contract (example: if the contract is concluded at 08:47 hours, the contract term starts at 11:00 hours).
- e) For the duration of the contract term between the Tenderer and the accepting storage customer, the accepting storage customer may nominate the marketed storage capacities directly to Uniper Energy Storage; nominations by the Tenderer in this respect are excluded.
- f) The Tenderer remains obligated to pay Uniper Energy Storage the storage fees agreed in his storage contract with Uniper Energy Storage (with the exception of the fee for variable costs pursuant to Article 4) for the marketed storage capacities even during the term of the contract with the accepting storage customer. The provisions governing the discharge from payment obligations pursuant to Article 18 Paragraph 1 Letters d) and e) shall remain unaffected.

Uniper Energy Storage shall invoice the accepting storage customer for the fees agreed under the contract for marketed storage capacities concluded pursuant to Letter d) above. Uniper Energy Storage is obligated to pass through the fees paid by the accepting storage customer (with the exception of the fee for variable costs pursuant to Article 4) to the Tenderer without any deductions. Any refunds granted to the accepting storage customer pursuant to Article 18 shall be deducted from the fees to be passed on to the Tenderer. In connection with the first monthly invoice pursuant to Article 16 Paragraph 4 Letter a) following the end of the term of the contract pursuant to Letter d) above, Uniper Energy Storage credits to the Tenderer the relevant amount, which will be offset against the Tenderer's payment

obligations. If the credited amount exceeds the Tenderer's payment obligations, Uniper Energy Storage shall pay the difference to the Tenderer within ten (10) working days.

6. Instead of making an own offer pursuant to Paragraph 5, each storage customer may arrange for Uniper Energy Storage to post an offer regarding his storage capacities on the Trade & Transfer Platform in accordance with the requirements of Paragraph 5.
- a) Regarding the creation of the offer by the storage customer the provisions of Paragraph 5 Letters a) and b) shall apply accordingly. However, when creating the offer, the Tenderer must select the option "Anonymous Trade" to cause the offer to be made by Uniper Energy Storage instead of by himself. Furthermore, the provisions of Paragraph 5 Letter a) sentence 5 shall not apply; the offer shall always be displayed to all storage customers in the relevant storage facility.
  - b) The storage capacities are offered by Uniper Energy Storage in its own name, under the terms specified by the Tenderer pursuant to Letter a) above. Without prejudice to his rights under Letter d), Sentence 1, below, the Tenderer is not entitled to change the details of the offer determined by him as per Letter a) above. Uniper Energy Storage offers the storage capacities on the Trade & Transfer Platform as per Paragraph 4.
  - c) Immediately after the offer is created by Uniper Energy Storage, other storage customers (hereafter: "**Bidder**") can accept the offer by clicking on the relevant buttons on the Trade & Transfer Platform in accordance with Paragraph 4 Letter b).
  - d) The Tenderer can withdraw the offer of Uniper Energy Storage initiated by him, if and to the extent it has not been accepted by a Bidder. If the Tenderer has approved partial acceptance of the offer, withdrawal is not possible after partial acceptance either. To withdraw the offer initiated by him, the Tenderer must call up the relevant offer in the "My Trade & Transfer Platform" area and can then delete it by clicking on the relevant button. The offer ends automatically at 03:00 hours on the gas day that precedes the first day of the period for which the storage capacities are offered. In case

of intraday capacities being offered, the offer ends automatically at 02:00 hours on the gas day for which the storage capacities are offered.

- e) The contract between Uniper Energy Storage and the Bidder on the storage capacities offered (or any portion thereof) is concluded directly upon receipt by Uniper Energy Storage of the first acceptance declaration submitted by a Bidder in accordance with Paragraph 4 Letter b). The storage capacities that are subject of the contract between Uniper Energy Storage and the Bidder shall hereafter be referred to as “**marketed storage capacities**”. Uniper Energy Storage shall inform the Tenderer without delay of the successful conclusion of the contract by e-mail.
- f) By acceptance of an offer pursuant to Letter e), Sentence 1 above, a contract is concluded between Uniper Energy Storage and the Bidder for the marketed storage capacities and for the agreed contract term. In case of intraday capacities being offered, the contract term starts at the beginning of the third full hour following the time of the conclusion of the contract (example: if the contract is concluded at 08:47 hours, the contract term starts at 11:00 hours). During the term of the contract, the Tenderer’s rights vis-à-vis Uniper Energy Storage for the use of marketed storage capacities arising from the existing storage contract between Uniper Energy Storage and the Tenderer shall not apply. However, the Tenderer remains obligated to pay Uniper Energy Storage the storage fees agreed in his storage contract with Uniper Energy Storage (with the exception of the fee for variable costs pursuant to Article 4) for the marketed storage capacities even during the term of the contract between Uniper Energy Storage and the Bidder. The provisions governing the discharge from payment obligations pursuant to Article 18 Paragraph 1 Letters d) and e) shall remain unaffected.
- g) Uniper Energy Storage is obliged to pass on to the Tenderer the fee agreed with the Bidder for the marketed storage capacities (except for the fee for variable costs pursuant to Article 4) without deductions. Any refunds granted to the Bidder pursuant to Article 18 shall be deducted from the fee to be passed on to the Tenderer. In connection with the first monthly invoice pursuant to Article 16 Paragraph 4 Letter a) following the end of the term of the contract pursuant to Letter f), Uniper Energy Storage credits to the Tenderer the relevant amount, which will be offset against the Tenderer's

payment obligations. If the credited amount exceeds the Tenderer's payment obligations, Uniper Energy Storage shall pay the difference to the Tenderer within ten (10) working days.

- h) If, pursuant to the GTCS or under statutory provisions, there exists good cause for Uniper Energy Storage to terminate its contractual relationship with the Bidder, Uniper Energy Storage is entitled to execute such termination. Once termination becomes effective, the marketed storage capacities will be returned to the Tenderer, so that he is again entitled to the use of the storage capacities.
7. If a storage customer does not find an offer meeting his needs, he can post a search on the Trade & Transfer Platform. To create a search, the storage customer must go to the "My Trade & Transfer Platform" area on the Trade & Transfer Platform, click on the "Start Trade/Transfer" button there and specify the details of his search in the following menu, in particular which storage capacities he wishes to request, at what price and for what period of time. Such a search will be displayed immediately on the Trade & Transfer Platform, whereby only participants of those storage customers who have concluded a storage contract for the same storage facility can view the name of the searcher. The storage customer posting the search is entitled to delete his search at any time by calling up his search in the "My Trade & Transfer Platform" area and deleting it by clicking on the relevant button. If a storage customer posting a search has accepted an offer corresponding to his needs, he shall delete the search he has posted. The search will be deleted automatically when the relevant period has elapsed. Any such search shall only constitute an invitation to other storage customers to create a corresponding offer in accordance with Paragraph 5 or 6. By clicking on the relevant button on the Trade & Transfer Platform, another storage customer can directly create a suitable offer.
  8. Uniper Energy Storage shall charge the Tenderer for a transaction fee for offers made in accordance with Paragraph 5 or initiated in accordance with Paragraph 6, which shall be payable by the Tenderer in the event the respective offer is accepted. The transaction fee shall be 20 % of the total fee (excluding taxes) payable by the accepting storage customer for the respective storage capacities (plus applicable statutory taxes). Each month Uniper Energy Storage will render an invoice to the storage customer for the transaction fees for all offers accepted during the respective previous month. Payment must be made by the tenth bank

working day of the month following the invoice. Creating an offer, initiating the publication of an offer and posting a search are as such free of charge.

9. If there are clear signs that a storage customer has breached any statutory rules or regulations or third-party rights or these GTCS, or if Uniper Energy Storage has any other legitimate interest, including without limitation to protect other storage customers from fraudulent activities, Uniper Energy Storage will be entitled to delete offers and/or searches posted and/or accepted on the Trade & Transfer Platform. In doing so, Uniper Energy Storage will take into account the legitimate interests of the storage customers concerned as well as those of the other storage customers.

Uniper Energy Storage reserves the right to exclude a storage customer from short-term capacity trading if the customer is repeatedly in breach of the aforementioned rules and/or repeatedly fails to properly comply in whole or in part with his obligations under the short-term storage contracts concluded.

10. Uniper Energy Storage is entitled to collect, store and use the data required for performing and managing short-term trading with capacity rights. Uniper Energy Storage is also entitled to publish details of the searcher concerning the respective capacity rights on the Trade & Transfer Platform. Uniper Energy Storage is entitled to publish the name of the searcher in a form viewable to participants of those storage customers who have concluded a storage contract for the same storage facility.
11. The Trade & Transfer Platform is a non-binding offer by Uniper Energy Storage to the storage customers. Uniper Energy Storage therefore reserves the right to stop operating the Trade & Transfer Platform or to modify the terms of use subject to four weeks' notice without having to state any reasons.

### **Article 3**

#### **System Services; System Service Fee**

1. Uniper Energy Storage provides system services in order to perform the storage. These include in particular setting up the storage customer in all IT systems of Uniper Energy Storage, receiving and checking nominations, keeping the working gas account, monthly billing and the processing of any contracts concluded in

accordance with Article 2a. In return, and for each storage facility which the storage customer has concluded at least one storage contract, Uniper Energy Storage charges the storage customer a system service fee according to the price sheet in Annex IV of these General Terms and Conditions in the form of an annual flat-rate amount.

2. After payment of the annual system service fee, the storage customer shall not be obliged to pay a further system service fee if further storage contracts are concluded for the same storage facility and the same storage year. This also applies if they are concluded after the beginning of the respective storage year.

#### **Article 4 Variable Fee Components**

Within the scope of the particular storage contract, in addition to a firmly agreed fee component Uniper Energy Storage also charges the storage customer a variable fee in respect of the pro rata operating costs and in particular energy costs caused by the storage customer which are incurred when natural gas is injected into the storage facility. The variable fee is intended to promote a fairer causer-based fee structure and is tied to the natural gas quantity that is injected overall by the storage customer.

#### **Article 5 Take-over and Return of the Natural Gas**

1. Each storage facility of Uniper Energy Storage is assigned at least one take-over and return point for the natural gas quantities that are intended to be injected or withdrawn. A list of these points is given in Annex I of these General Terms and Conditions.
2. a) In accordance with the contract provisions and within the scope of the contracted storage capacities, Uniper Energy Storage undertakes to accept and to store the natural gas quantities nominated by the storage customer according to the provisions of Article 9 and provided for injection at the take-over point.

- b) In accordance with the contract provisions and within the scope of the contracted storage capacities, Uniper Energy Storage undertakes to withdraw – as further determined by Article 7 Paragraph 4 – the natural gas quantities nominated by the storage customer according to the provisions of Article 9 and to return them to the storage customer at the return point.
3. The storage customer undertakes to nominate to Uniper Energy Storage the natural gas quantities which he proposes to inject or withdraw according to the provisions in Article 9, to make available the natural gas quantities that are nominated for injection and that are to be accepted by Uniper Energy Storage according to Paragraph 2 a) at the take-over point and to take back the natural gas quantities that are to be returned by Uniper Energy Storage according to Paragraph 2 b) at the return point.

## **Article 6**

### **Transmission to the Take-over Point and from the Return Point**

The conclusion of the necessary transmission contracts and issue of transmission nominations to provide the natural gas for injection at the take-over point or for the onward transmission of the natural gas after withdrawal at the return point are not part of the contract made between Uniper Energy Storage and the storage customer.

## **Article 7**

### **Ownership, Restraint on Disposal and Lien [*Pfandrecht*]**

1. Uniper Energy Storage is entitled to take over and store the natural gas quantities accepted for storage at the agreed take-over point within the meaning of Article 5 Paragraph 1 together with and not separate from other natural gas quantities, and to return them at the return point.
  - 1a. Injections/withdrawals shall generally be made into/from the storage facility contracted by the storage customer. However, especially to minimize restrictions or interruptions, Uniper Energy Storage shall have the right to store the natural gas provided for injection also in other storage facilities of Uniper Energy Storage and/or to return the natural gas nominated for withdrawal from such other storage facilities, provided that injection from or withdrawal to the THE market area has

been nominated (hereinafter referred to as "**shifting**"). Any such shifting does not entail any changes for the storage customer in terms of his nominations and his obligations under Article 5 Paragraph 3 concerning the making available and taking back of natural gas quantities at the take-over and return point of the storage facility contracted by him. Moreover, the shifting of natural gas quantities has no impact on the fulfilment of withdrawal nominations of the storage customer at the storage facility contracted by him.

There is no obligation for Uniper Energy Storage to perform any such shifting operation. The provisions of Article 18 shall remain unaffected.

Even where shifting does occur, Uniper Energy Storage will only keep one working gas account for the storage customer in accordance with Article 8 for the storage facility contracted by him. Any of the storage customer's gas quantities injected into or withdrawn from other storage facilities by way of a shifting operation will also be recorded in said working gas account. Therefore, there will be no constant specific allocation of parts of the working gas quantity to other storage facilities employed as part of the shifting operation.

2. The acceptance and injection into storage of gas quantities that are (co-)owned by the storage customer and made available by him at the take-over point for storage will not result in a transfer of the (co-)ownership of the gas to Uniper Energy Storage. Article 8 Paragraph 4 shall apply to transfers of working gas quantities between working gas accounts.

Upon return of the natural gas at the agreed return point, the gas withdrawn from storage shall pass entirely into the (sole) ownership of the storage customer.

3. a) To secure all existing and future – including but not limited to conditional or time-limited – claims against the storage customer under the storage contract, the storage customer shall grant Uniper Energy Storage a lien [*Pfandrecht*] against its co-ownership share in the natural gas in the storage facility. Said lien shall always relate to the storage customer's full co-ownership share in the natural gas in the storage facility, regardless of its actual scope, which is subject to change due to, inter alia, injections and withdrawals. The storage customer offers Uniper Energy Storage to grant the lien against its co-ownership share in the natural gas in the storage facility, and Uniper Energy Storage accepts the storage customer's offer.



- b) Uniper Energy Storage is entitled to exploit [*verwerten*] the lien granted according to Letter a) hereinabove in accordance with the following provisions only if and when the storage customer
- aa) is in default for payments under the storage contract in the amount of at least two monthly fees or
  - bb) finally refuses to meet due payment claims of Uniper Energy Storage out of the storage contract contrary to Article 16 Paragraph 9 or
  - cc) has himself applied for insolvency proceedings to be instituted against his own assets.

If the prerequisites for exploitation [*Verwertung*] within the meaning of Paragraph 3 Letter b) Sentence 1 are satisfied, Uniper Energy Storage is entitled in accordance with Section 1259 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) to exploit [*verwerten*] the lien against the storage customer's co-ownership share up to the amount of the outstanding demands under the storage contract. To this end, Uniper Energy Storage is in particular entitled to privately sell a corresponding quantity of the stored gas in accordance with Section 1259 Sentence 1 of the German Civil Code. The proceeds of sale that are actually realized by the exploitation [*Verwertung*], less the exploitation costs [*Verwertungskosten*] incurred by Uniper Energy Storage, shall be deducted in full from the outstanding claims against the storage customer. In the cases of Paragraph 3 Letter b) Sentence 1 aa) and bb), an exploitation [*Verwertung*] by Uniper Energy Storage may only be effected if and when and to the extent that the storage customer has first allowed a further payment period set by Uniper Energy Storage together with the threat of an exploitation [*Verwertung*] of the lien to pass without taking action. The period according to the foregoing Sentence 4 must be at least one week. If the exploitation [*Verwertung*] only applies to a part of the storage customer's co-ownership share, Uniper Energy Storage's lien against the other part of the storage customer's co-ownership share shall remain unchanged.

- c) If and to the extent that in regard to a claim out of the storage contract that is secured pursuant to the provisions of Paragraph 3 Letters a) and b), the preconditions for the exploitation [*Verwertung*] of securities provided by

storage customers according to Article 16a of these General Terms and Conditions are satisfied, the securities provided by the storage customer shall first be exploited [*verwertef*] by Uniper Energy Storage in accordance with the applicable provisions prior to any exploitation [*Verwertung*] of the lien against the co-ownership share according to Paragraph 3 Letter b). Security deposits in cash may be permanently retained in the instances cited in Paragraph 3 Letter b). Uniper Energy Storage shall have a duty under the law of obligations to exploit [*verwerten*] the lien only if and to the extent that claims against the storage customer under the storage contract still exist after the prior-ranking exploitation [*Verwertung*] of the securities provided by the storage customer under Article 16a of these General Terms and Conditions. The provisions of Article 12 Paragraphs 2 and 3 of these General Terms and Conditions remain unaffected.

4. If and to the extent that in regard to the stored natural gas, no right of disposal in favor of Uniper Energy Storage exists wholly or in part by virtue of Paragraph 3 or other provision of these General Terms and Conditions, Uniper Energy Storage shall be obliged within the scope of the contracted storage capacities and upon due demand and notification by the storage customer according to Article 9 of these General Terms and Conditions to withdraw and return stored natural gas to the storage customer at the return point. The identity of the natural gas need not be maintained. The lien against the storage customer's co-ownership share granted in favor of Uniper Energy Storage in accordance with Paragraph 3 hereinabove shall not continue against the natural gas quantities returned to the storage customer in accordance with the preceding sentence. The duty to return the ownership in the working gas shall not apply to the extent that working gas is transferred according to Article 8 Paragraph 4 to the working gas account of another customer or to a working gas account of the storage customer with another storage company.
5. The parties shall keep one another informed of all circumstances that are relevant within the scope of the performance of the storage contract and in particular of the provisions of Article 7 of these General Terms and Conditions.

## **Article 8**

### **Working Gas Accounts**

1. Uniper Energy Storage keeps separate working gas accounts for the storage customer for each storage facility for which the storage customer has concluded at least one storage contract. The working gas accounts are kept in kWh.
2. The natural gas quantities in kWh that are accepted by Uniper Energy Storage from the storage customer at the agreed take-over point shall be credited to the working gas account of the storage customer. The provision of Article 12 Paragraph 2 shall remain unaffected.
3. The natural gas quantities which are returned by Uniper Energy Storage to the storage customer at the agreed return point, and the natural gas quantities exploited [*verwertet*] by Uniper Energy Storage by private sale while exercising an existing right of exploitation [*Verwertung*] under Article 7 Paragraph 3 Letter b) – each in kWh – shall be deducted from the working gas account of the storage customer. The working gas account of the storage customer shall also be debited with the proportion of the special losses of the storage facility that corresponds to the storage customer's co-ownership share in the natural gas in this storage facility at the time of the onset of the instance of force majeure. The burden of proof of the level of the special losses and of the respective co-ownership share shall be upon Uniper Energy Storage.
4. On the Trade & Transfer platform, storage customers can make a transfer of working gas quantities between different working gas accounts within the same storage facility pursuant to the provisions of this Paragraph 4. The fees in accordance with Letter d) below shall apply.
  - a) Transfers can be made according to the following transfer options:
    - (1) Two storage customers who have contracted working gas capacities in the same storage facility may transfer working gas quantities from the working gas account of one storage customer to the working gas account of the other storage customer. For this purpose, both storage customers involved must carry out the transfer in accordance with Letter c).

- (2) Uniper Energy Storage shall endeavor to enable a transfer of working gas quantities between two storage customers in accordance with (1) even if one of the participating customers has booked his storage capacities with another storage company within the same storage facility and his working gas account is accordingly held with such other storage company. Such a transfer of working gas quantities to the working gas account of the storage customer requires that the storage customer is the owner of the working gas quantities to be transferred at the time of the transfer.
- (3) A storage customer may transfer working gas quantities between his working gas accounts within a storage facility, provided that he has more than one working gas account in the storage facility concerned. This applies to transfers between working gas sub-accounts for different market areas permitted under Annex V of these GTCS. If the storage customer has capacity bookings in the same storage facility both with Uniper Energy Storage and with another storage company, it shall also apply to transfers within this storage facility between his working gas account with Uniper Energy Storage and his working gas account with the other storage company.
  - b) The precondition for all transfers of working gas quantities is the existence of a sufficient working gas quantity on the relevant working gas account of the transferring storage customer and a sufficient free working gas capacity of the receiving storage customer. Fulfillment of these requirements is the responsibility of the storage customers involved in the transfer.
  - c) In order to carry out a transfer, the storage customer wishing to transfer working gas quantities from his working gas account to another working gas account must, after clicking the "Start Trade/Transfer" button in the "My Trade & Transfer Platform" area, enter in full the specific details of the intended transfer requested in the menu (including the storage facility, the storage customer taking over the working gas, the working gas quantity, the time or period of the transfer, the selected market areas and working gas accounts). After entering his password again, he can confirm the transfer bindingly by clicking the corresponding button. With the exception of the transfer option (3), the accepting storage customer must also confirm the intended transfer subsequently displayed to him in the "My Trade & Transfer

Platform" area by entering his password and clicking on the corresponding button. After binding confirmation of the relevant transfer by both storage customers, the transfer shall be executed by Uniper Energy Storage subject to the requirements set forth in Letter b).

- d) For any transfers in accordance with this Paragraph 4 Uniper Energy Storage will charge a fee in accordance with clause VIII of Annex IV of these GTCS (Price Sheet).
  - e) A transfer between working gas accounts does not constitute an injection of natural gas so a fee for variable costs will not be charged. Where a transfer is made between two working gas accounts, the co-ownership share in the working gas quantities shall pass from the transferring to the receiving storage customer.
5. By the 15th working day of each month Uniper Energy Storage will issue the storage customer with a statement of the natural gas quantities injected and withdrawn and/or exploited [*verwertet*] and/or transferred in the previous month and, for the end of the previous month, an aggregate balance of the natural gas quantities injected and withdrawn and exploited [*verwertet*] as well as transferred, as shown by the working gas account.

## **Article 9**

### **Quantity Notifications (Nominations)**

1. The storage customer shall in accordance with Annex II of these General Terms and Conditions nominate to Uniper Energy Storage the natural gas quantities which he wishes Uniper Energy Storage to accept and store for him within the scope of the storage capacities contracted by him and provided by Uniper Energy Storage or which he wishes Uniper Energy Storage to withdraw for him within the scope of the storage capacities contracted by him and provided by Uniper Energy Storage. Uniper Energy Storage shall immediately inform the storage customer if a withdrawal of the natural gas quantities notified by the storage customer is opposed by an exploitation right [*Verwertungsrecht*] of Uniper Energy Storage according to Article 7 Paragraph 3 Letter b) of these General Terms and Conditions.

2. Upon the take-over and return of natural gas, the values of the confirmed nominations are deemed allocated values and hence gas quantities received or returned at the take-over or return point.
3. The storage customer shall also make the necessary nominations with the respective entry network operator in accordance with the latter's regulations.

## **Article 10 Nomination Limits**

1. For the storage customer, the limits of the nomination are determined by the useable injection and withdrawal rates and working gas capacities as expressly agreed in the storage contract and by the resulting injection and withdrawal curves of the storage customer.
2. Uniper Energy Storage shall be entitled to correct or fulfil the nomination of the storage customer in such a way that the rates are not exceeded. Uniper Energy Storage will immediately advise the storage customer of a correction of the nomination according to Sentence 1. However, Uniper Energy Storage shall be under no obligation to monitor the storage customer's nominations.

## **Article 11 Overruns/Storage Level at the End of the Contract Term**

1. The storage customer is responsible for preventing, through his nominations, the agreed useable injection or withdrawal rate or the working gas capacity from being exceeded. In the event of impending overruns, Uniper Energy Storage is entitled but not obliged to reject the storage customer's nominations.
2. If the storage customer exceeds the agreed useable injection or withdrawal rate in kWh/h or the working gas capacity in kWh, an additional fee will be charged for each day with a demand and/or capacity overrun. If rates and/or capacities are exceeded several times in one day, the additional fee will only be charged once.

The additional fee is calculated by multiplying the greatest demand and/or capacity overrun during the day by the following factors:

<b>Parameter exceeded</b>	<b>Factor</b>
Injection rate	€ 144/MW
Withdrawal rate	€ 72/MW
Working gas capacity	€ 72/GWh

3. The storage customer shall have no claim to the provision of storage capacities in the amount of the overruns.
4. The storage customer must have reduced his working gas account balance to "nil" (0) by the end of the contract term agreed by the storage customer for a storage facility. As well as withdrawing gas, the storage customer may also transfer his working gas according to Article 8 Paragraph 4 to another customer provided the latter has booked working gas capacity in the same storage facility and this capacity is still available in the required amount. If for reasons that are beyond his control – in particular because of an instance of force majeure, because of an interruption in interruptible or conditional storage capacity or interruptible transmission capacity or because of a reason for which Uniper Energy Storage is responsible – the storage customer has not been able to achieve a working gas account balance of "nil" (0), he has the right and obligation when the said reason ceases to exist to subsequently withdraw his working gas or transfer it to another customer as quickly as possible to the best of his ability. If he does not meet the foregoing obligations, Uniper Energy Storage shall be entitled to carry out compulsory withdrawals. Article 12 Paragraph 3 remains unaffected. The preceding sentences apply accordingly in the event that the storage contract is cancelled according to Article 21 Paragraph 3 or 4 or storage capacities are returned by the storage customer according to Article 23 or Article 24.

## **Article 12**

### **Replacement Purchase and Sale if the Working Gas Balance is Exceeded, and Sale for the Purpose of Exploitation [*Verwertung*]**

1. If the storage customer accepts natural gas quantities at the agreed return point even though he no longer has any working gas, the storage customer shall purchase from Uniper Energy Storage such natural gas quantities at a price of 110 % of the reference price (purchase).

2. Uniper Energy Storage is entitled to purchase and take ownership of such natural gas quantities as the storage customer transfers while exceeding the working gas capacity available to him, at a price of 90 % of the reference price (sale).
3. Uniper Energy Storage is entitled to take over natural gas quantities which are not exploited [*verwertef*] by Uniper Energy Storage according to Article 7 Paragraph 3 Letter b) of these General Terms and Conditions or subsequently withdrawn in due time or as quickly as possible or transferred to another customer according to Article 11 Paragraph 4 of these General Terms and Conditions at a price of 50 % of the reference price (sale). In such case, the storage customer loses its co-ownership of said natural gas quantities.

### **Article 13 Communication**

The following principles apply to communication between Uniper Energy Storage and the storage customer, particularly in relation to the provisions of Article 9:

- Contractually relevant information will be exchanged using the Edig@s data format or other communication process that is available on both sides, that is agreed and that is suitable for the transfer of contractually relevant information. Nominations/quantity notifications shall be made with the NOMINT message type.
- Other information relating to storage, including information in the event of restrictions on the operation of the storage facility or a hazard, will be exchanged by telephone and must be confirmed in writing if so demanded by one of the parties.

The storage customer has sole responsibility for providing the communication facilities that he requires.

### **Article 14 Natural Gas Quality**

The quality of the natural gas must meet the requirements published by the particular network operator for the take-over and return point.



## **Article 15**

### **Taxes and Charges**

1. The storage customer bears the turnover tax at the rate ruling at the time as well as any energy tax that may be incurred.
2. To the extent that taxes or other public charges relating to the natural gas storage or to the operating facilities used for natural gas storage are levied for the first time, increased, no longer levied or reduced, the fee payable by the storage customer shall be adjusted to reflect this when the relevant arrangement enters into force. Additional costs shall not be passed on to the storage customer if when the contract was concluded they were precisely foreseeable as to their amount and time of accrual or if such passing on is prohibited by statute. Cost savings corresponding to the new tax or public charge will be offset.
3. The adjustment of the fee according to Paragraph 2 may not entail an additional profit for either party.

## **Article 16**

### **Billing and Payment**

1. Where storage contracts cover a period measured in years, 1/12 of the annual fee will be billed monthly for the storage provided by Uniper Energy Storage. If a storage contract for storage capacities for a storage year is concluded during the ongoing storage year, the annual fee will be divided up pro rata among the remaining part months or whole months of the storage year. Where storage contracts cover a period measured in months, the corresponding fees will also be divided up pro rata among the months of the contract period and billed monthly. Payments under contracts pursuant to Article 2a Paragraph 4 and any transaction fee payments pursuant to Article 2a Paragraph 8 shall be settled once immediately after the conclusion of the contract. In these cases, Paragraph 4 shall not apply and Paragraph 5 shall apply subject to the proviso that the payment shall be made by the tenth bank day after the date of the invoice.
2. The annual system service fee – unless it does not apply according to Article 3, Paragraph 2 of these General Terms and Conditions – will also be divided up pro rata among the monthly invoices of the storage customer.

3. Invoices will be sent to the storage customer by fax or e-mail and also by post. The storage customer declares his agreement that the invoice need not be sent by post so long as an electronically transmitted invoice is provided with a qualified electronic signature in the sense of the Signature Act.
4.
  - a) Uniper Energy Storage will render the invoice to the storage customer by the 15th working day of a month for the following month (billing month). If the contract is concluded after the day indicated in Sentence 1, Uniper Energy Storage will render the first invoice immediately upon contract conclusion if it already provides services under this contract in the following month; thereafter Sentence 1 shall apply.
  - b) The fee for variable costs which is linked to the working gas turnover, the natural gas quantities purchased or sold by Uniper Energy Storage according to Article 12, the additional fee for rate overruns according to Article 11 and fees for the transfer of working gas quantities in accordance with Article 8 Paragraphs 4 shall be billed by Uniper Energy Storage to the storage customer retrospectively with the next invoice or, at the end of the storage period, with a closing account.
5. The storage customer shall pay the invoices with a fixed value date to one of the following accounts of Uniper Energy Storage:

For invoices relating to storage services at German gas storage facilities:

Account number: 20 007 882  
UniCredit Bank AG, Munich  
Sort code: 700 202 70  
BIC: HYVEDEMMXXX  
IBAN: DE95 7002 0270 0020 0078 82

For invoices relating to storage services at the 7Fields storage facility:

Account number: 0040755000  
Deutsche Bank AG, Vienna branch  
Sort code: 19 100  
BIC: DEUTATWW  
IBAN: AT44 1910 0000 4075 5000

Payment must be made by the third bank working day of the billing month.

6. If the storage customer fails to make a payment when due, Uniper Energy Storage is entitled to charge interest according to Section 288 of the Civil Code. This shall not affect other claims of Uniper Energy Storage for breach of payment periods.
7. Invoice amounts will be commercially rounded up or down to two decimal places.
8. Objections to the accuracy of an invoice must be raised without delay and in any event within not more than four weeks from receipt of invoice. Objections in respect of errors that the storage customer cannot despite exercising due care detect may also be raised after the above period of time has elapsed as soon as the storage customer has become aware of the reason for the objection.
9. Saving the presence of obvious errors (e.g. errors of calculation), objections to the invoices shall not entitle the storage customer to defer, reduce or refuse payment. Such objections if justified shall only confer a claim to a refund.
10. In the event of differences of opinion between the storage customer and Uniper Energy Storage as to the amount invoiced to the storage customer, the storage customer shall also pay that part of the invoice on which opinions differ. The disputed amount can be paid subject to reservation. The final account is rendered when the differences of opinion have been settled or the arbitration panel provided for in Article 28 has reached a legally binding decision. Claims of the storage customer to a refund shall bear interest at 3 % points above the three-month EURIBOR ruling at the time.
11. Accepted claims to a refund will be included in the next invoice.
12. The storage customer may only set off his claims – arising out of whatever contractual obligation – against claims of Uniper Energy Storage out of this storage contract or claim a right of retention if and to the extent that his claims are undisputed or are legally established.
13. The place of performance for payment is the head office of Uniper Energy Storage. Payments are deemed to have been made on time when the amounts concerned have been credited to the nominated account of Uniper Energy Storage within the said periods.

## **Article 16a**

### **Creditworthiness Assessment, Credit Screening, Securities**

1. Basic Users and Advanced Users can apply to Uniper Energy Storage at any time to assess the creditworthiness of the company authorizing them. To this end, the storage customer shall provide Uniper Energy Storage if so demanded along with all information necessary for such a credit assessment, in particular current balance sheet data/annual financial statement data and evidence of any existing profit and loss transfer agreement, if applicable. The information supplied must enable Uniper Energy Storage to undertake a qualified assessment of the storage customer's creditworthiness. The procedure for assessing creditworthiness can take up to 10 working days.
2. The storage customer shall immediately disclose any change that significantly impacts his creditworthiness, in particular the ending of any profit and loss transfer agreement according to Article 291 of the Joint-Stock Corporation Act. Uniper Energy Storage shall also be entitled to repeat the creditworthiness assessment annually and in cases where Uniper Energy Storage anticipates a deterioration in creditworthiness. For this purpose, the storage customer shall on demand by Uniper Energy Storage supply the documents presented for the previous credit assessment procedure in updated form.
3. Before the conclusion of a storage contract or participation in an auction, the storage customer is obliged to cause a creditworthiness assessment in the sense of Paragraph 1 to be performed in good time. The bilateral conclusion of a storage contract pursuant to Article 2 Paragraphs 2 to 4 is only then possible if a credit screening shows that the storage customer has sufficient creditworthiness. In the event of an auction pursuant to Article 2 Paragraphs 5 to 8, the storage customer is obliged to ensure sufficient creditworthiness immediately after the conclusion of a storage contract with Uniper Energy Storage; should the credit screening not result in the storage customer having sufficient creditworthiness, security must be provided immediately in the sense of Paragraph 4. The storage customer's creditworthiness is deemed to be sufficient if it covers the following amounts:
  - in the case of a storage contract over a period measured in years, 2/12 of the applicable annual fee including the system service fee in the sense of Article 3;

- in the case of a storage contract over a period of more than three months and less than one year, two monthly fees including the system service fee in the sense of Article 3;
- in the case of a storage contract over a period of one month to three months, one monthly fee including the system service fee in the sense of Article 3.

The credit screening is made by comparing the storage customer's creditworthiness with the above-mentioned minimum values.

In the event that the successful bidder in an auction does not fulfil his obligation pursuant to Sentence 3 above, Uniper Energy Storage is entitled to revoke the storage contract after having unsuccessfully given the storage customer a reasonable period to fulfil the obligation.

The storage customer shall be obliged to maintain adequate creditworthiness in the sense of Sentence 4 throughout the entire term of the storage contract; in the event of infringements, Article 21 Paragraph 1 shall apply.

4. In order to maintain the creditworthiness required according to Paragraph 3 Sentence 4 or to increase his creditworthiness, the storage customer shall be entitled at any time to provide Uniper Energy Storage with securities in the form of a security deposit in cash [*Sicherheitsleistung in Geld*], a bond [*Bürgschaft*] or a guarantee (in the sense of an independent promise of guarantee in accordance with Section 311 Paragraph 1 of the German Civil Code) [*Garantie im Sinne eines selbstständigen Garantieverprechens gemäß § 311 Abs. 1 BGB*]. In such cases, Uniper Energy Storage shall increase the creditworthiness of the storage customer accordingly.

A security deposit in cash [*Sicherheitsleistung in Geld*] is payable with a fixed value date onto the account nominated in Article 16 Paragraph 5. Uniper Energy Storage will pay interest on the security deposit at the variable one-month EURIBOR rate (Euro Interbank Offered Rate) less 0.15 % points. The one-month EURIBOR will be determined based on the rate published by the Deutsche Bundesbank in the Statistics section of the website [www.bundesbank.de](http://www.bundesbank.de) for the money market rates (daily rates) for the day on which the security deposit is paid in. This rate applies for the first month after payment of the security deposit. The one-month EURIBOR rate as is published for the first day of the newly beginning interest period will be

applied in subsequent interest periods. Security deposits that are repaid within an interest period shall bear interest pro rata the one month EURIBOR determined at the start of the period. The security deposit plus or minus aggregate amounts of interest accrued out of the individual interest periods shall be repaid after the end of the storage contract and when all amounts that are payable by the storage customer under this contract have been paid.

Alternatively, the storage customer may provide a bond [*Bürgschaft*] or guarantee (in the sense of an independent promise of guarantee in accordance with Section 311 Paragraph 1 of the German Civil Code) [*Garantie im Sinne eines selbstständigen Garantieversprechens gemäß § 311 Abs. 1 BGB*] from a bank or his parent company. In this case, the bank must have a long-term rating of BBB+ according to Standard & Poor's or Baa1 according to Moody's. The provision of a bond [*Bürgschaft*]/guarantee [*Garantie im Sinne eines selbstständigen Garantieversprechens gemäß § 311 Abs. 1 BGB*] by the parent company is only possible within the limits of the parent company's established creditworthiness. Paragraphs 1 and 2 shall apply accordingly.

5. To the extent that securities according to Paragraph 4 are not necessary for maintaining adequate creditworthiness during the course of an ongoing storage contract, the storage customer may demand their return at any time.
6. Uniper Energy Storage shall be entitled to carry out the creditworthiness assessment itself or have it carried out by a qualified third party.

## **Article 17**

### **Force Majeure**

1. A party shall be discharged from its obligations under this contract to the extent that and for as long as their fulfilment is not possible or cannot be reasonably expected as a result of force majeure or other circumstances for which it is not responsible.

Force majeure shall be any event beyond the control of the affected party which cannot be foreseen and prevented in time even with the application of all due and reasonable care and of all commercially reasonable means, such as for example natural catastrophes, terrorist attacks, power failure, failure of telecommunication

connections, strike, lock-out, measures of the courts, authorities or governments, emergency measures etc.

If and to the extent that a party uses facilities of third parties to perform its contractual obligations, then an event affecting such third party facilities which would constitute an instance of force majeure as defined above with that party's own facilities shall be deemed under this contract to be an instance of force majeure in favor of the party.

2. To the extent that and for as long as Uniper Energy Storage is not able or cannot be reasonably expected to perform its obligations as a result of force majeure or circumstances for which Uniper Energy Storage is not responsible, the storage customer shall be discharged from his payment obligations, as specified by the storage contract, to a corresponding extent.
3. The party which is affected by force majeure or the party which is not able or cannot be reasonably expected to perform its obligations because of circumstances for which it is not responsible must notify the other party without delay and advise the precise reasons and the anticipated duration of the interruption which has occurred.
4. The party that is affected by force majeure or the party that is not able or cannot be reasonably expected to perform its obligations because of circumstances for which it is not responsible must take all reasonable steps to restore the normal performance of this contract.

## **Article 18**

### **Restrictions, Interruptions, Abated Payment Obligations**

1. a) Uniper Energy Storage is entitled to temporarily reduce or suspend the provision of the contracted firm storage capacities, the take-over of natural gas at the take-over point and the return of natural gas at the return point should this be necessary
  - because of dangers to persons and/or technical plant and equipment,  
or

- due to technical faults or
- for the purpose of maintenance or repair or for connection or expansion operations to the equipment used by Uniper Energy Storage to perform its contract obligations

(restriction). Uniper Energy Storage shall notify the storage customer of this in advance unless there is danger in delay. The notification of operations that are both planned in the long-term and that are unplanned shall be carried out where possible by publishing the corresponding operations and proposed periods of time on the Internet site of Uniper Energy Storage, which shall however reserve the right to make short-term changes at any time. Within the limits of its operational possibilities, Uniper Energy Storage shall make every effort to agree dates with the customers affected and shall endeavor to minimize the consequential capacity restrictions for its customers. This relates in particular to the provision of the contracted withdrawal curve in the winter half-year and of the contracted injection curve in the summer half-year.

- b) Interruptible and conditional storage capacities may be interrupted by Uniper Energy Storage at any time, both for the reasons set forth in Letter a) above and to the extent and for as long as the relevant storage capacities are not available pursuant to clause 2 of Annex III to these GTCS (Interruption).
- c) An interruption or restriction of the storage customer with regard to injection or withdrawal rates generally requires that the storage customer has nominated all or part of the rates to which he is entitled according to his current working gas filling level. The interruption or restriction of the injection or withdrawal rate is the difference between the nominated rate and the rate actually made available. This only does not apply when Uniper Energy Storage has expressly informed the storage customer that the firm injection or withdrawal capacity of the storage facility is definitely not available in full or to a certain percentage. This information may also be provided by publishing the relevant restrictions on the Uniper Energy Storage website, where the restriction is expressly not referred to as "possible".



In the event of a confirmed complete unavailability of the injection or withdrawal rate, a nomination of the storage customer in the contractually maximum possible amount will automatically be assumed, unless there is an active nomination of the storage customer in the opposite direction (withdrawal in the case of complete restriction of the injection rate, injection in the event of complete restriction of the withdrawal rate).

In the event of a confirmed pro-rata unavailability of the injection or withdrawal rate, a nomination of the storage customer in the contractually maximum possible amount will be assumed for the calculation of the restriction if the storage customer has nominated at least a percentage of its contractual firm injection or withdrawal rate which corresponds to the percentage that is still available in relation to the firm injection or withdrawal rate of the entire storage facility, according to the information provided by Uniper Energy Storage ("**secured available percentage**"). However, the allocation pursuant to Article 9 Paragraph 2 remains based on the confirmed nominations made by the storage customer.

An interruption in or restriction of working gas capacity exists when Uniper Energy Storage is unable to make all or part of the contracted working gas capacity available. It is the difference between working gas capacity contracted and actually made available. Moreover, any interruption or restriction of injection or withdrawal rates will always also constitute an interruption or restriction of working gas capacity to an extent corresponding to the ratio between the working gas capacity and the withdrawal or injection rate of the relevant storage bundle contracted by the customer. The same applies in all cases where the storage customer has contracted a combination of working gas capacity with injection rate and withdrawal rate at an overall price, even if this combination is not expressly referred to as a storage bundle. If a storage bundle or a combination of storage capacities contracted by the storage customer also includes conditional injection and/or withdrawal rates, the preceding sentences shall not apply to interruptions of the conditional injection and/or withdrawal rates.

- d) To the extent that and for as long as firm and/or interruptible storage capacities contracted by the storage customer are interrupted or restricted, the storage customer shall in principle be discharged from his payment obligations, as specified by the storage contract, according to Letter e). In

the event of interruptions of conditional storage capacities, however, there shall be no discharge from the payment obligations.

Sentence 1 above shall not apply, if the storage customer is responsible for the interruption or restriction; this shall in particular include the instance where the interruption or restriction is due to expansion and/or connection operations that the storage customer has himself jointly occasioned.

Without prejudice to sentence 1, in case of an interruption or restriction for the reasons given in Letter a) the storage customer shall be discharged from his payment obligations, as specified by the storage contract, only when the interruptions or restrictions for which the storage customer is not responsible exceed a period of 336 hours (14 calendar days) per storage year. The discharge from payment obligations applies for the period over and above this. If the customer's storage contract has a term of less than one year, the period of 336 hours is reduced pro rata.

Uniper Energy Storage is entitled to grant discharge from the payment obligation, as specified by the storage contract, at any time in accordance with the provisions set forth under Letter e). In this case, the particular duration of the interruption or restriction shall be disregarded within the scope of the 336 hours.

- e) The storage customer shall be discharged from his payment obligations under the following conditions:
- The fee as charged to the nearest hour for the firm or interruptible storage capacity (working gas capacity, injection rate or withdrawal rate) whose use was actually interrupted or restricted shall not apply. Where Uniper Energy Storage has expressly invited the storage customer to waive a nomination, the capacity (injection or withdrawal rate) which is deemed actually interrupted or restricted is always that which leads to a greater fee reduction for the storage customer.
  - The starting point for the calculation of the fee reduction shall be the annual storage fee applicable to the relevant storage customer in respect of the interrupted or restricted storage capacities, taking into account the special provisions applicable to the relevant storage

- customer's storage fee (e.g. special terms for unbundled storage capacities, long-term discounts or discounts for storage contracts for annual products concluded for parts of a storage year in accordance with the Price Sheet in Annex IV).
- Storage fees for bundled storage capacities shall be broken down into the relevant fee for the individual storage capacities by using the key referred to in Annex IV (40 % of the fee for the withdrawal rate, 33 % for the working gas capacity and 27 % for the injection rate). The same applies in all cases where the storage customer has contracted a combination of working gas capacity with injection rate and withdrawal rate at an overall price, even if this combination is not expressly referred to as a storage bundle.
  - Annual fees shall be converted to hourly fees by dividing them by 8,760. Notwithstanding the preceding sentence, annual storage fees due under storage contracts for annual products concluded for parts of a storage year (see Section VII of Price Sheet in Annex IV) shall be converted into hourly fees based on the number of days of the relevant part of the storage year.
  - The hourly interruption or restriction (in MWh/h or GWh) shall be multiplied by the relevant hourly fee for the storage capacities affected so as to determine the fee reduction.
- f) Following an interruption or restriction, and in consideration of operational and supply-related circumstances, the storage customer may only claim a staged resumption of services by Uniper Energy Storage under the storage contract. The resumption shall take place as operational and supply-related circumstances allow.
2. Uniper Energy Storage will generally endeavor within the scope of the operational and contractual circumstances to provide the storage capacities needed for the injection or withdrawal of the natural gas quantities nominated by the storage customer and by other customers as fully as possible. If the storage capacities to be contractually provided for the storage customer and for other customers are reduced for the reasons given in Paragraph 1 Letter a) or for other reasons, for

example because of limited usability of the storage facilities, the following principles shall apply in this case:

- a) All customers who have contracted conditional storage capacities will be preferentially interrupted in regard to such conditional storage capacities. The interruption of several customers who have contracted conditional storage capacities will be made in accordance with the ranking, in terms of time, of the respective storage contracts for the conditional storage capacities affected.

The ranking in terms of time of a storage contract is determined by the time at which the storage contract for the conditional storage capacities in question is concluded. Accordingly, a storage contract that was concluded at a later date will have a ranking that is subordinate to that of a storage contract with an earlier conclusion date.

Where the storage contract for the relevant conditional storage capacities has been concluded by way of an auction in accordance with Article 2 Paragraphs 5 to 8 the decisive point in time shall be the time of receipt of the customer's offer, unless expressly stated otherwise in the terms and conditions of the relevant auction. For contracts concluded as part of short-term storage capacity trading pursuant to Article 2a, the decisive point in time shall be the time of receipt by Uniper Energy Storage of the storage customer's or bidder's acceptance declaration pursuant to Article 2a Paragraph 4.

The conditional storage capacities under the storage contract that is lowest in the time ranking will be interrupted first. If this does not suffice to compensate the unavailability of storage capacities, the conditional storage capacities of the respective storage contract immediately preceding in the ranking in terms of time will be interrupted in a corresponding sequence. If there is no time differentiation between two or several storage contracts (e.g. because of a partial transfer of the contract in accordance with Article 22 Paragraph 2) such storage contracts shall share a common rank. The conditional storage capacities of the customers of this common rank will be interrupted pro rata their conditional storage capacity shares relative to each other.

- b) If the interruption of all conditional storage capacities is insufficient, all customers who have contracted interruptible storage capacities shall be interrupted with respect to such interruptible storage capacities. The interruption will be made in accordance with the ranking, in terms of time, of the respective storage contracts concluded for the interruptible storage capacities concerned. The provisions of subsections 2 to 4 of Letter a) above shall apply *mutatis mutandis*.
- c) When the interruption of all conditional and interruptible storage capacities is not sufficient, the firm storage capacities contracted by the customers will also be reduced. Essentially the firm storage capacities to be provided by Uniper Energy Storage for the storage customer and for other customers shall be reduced pro rata their firm storage capacity shares relative to each other.
- d) If customers do not themselves make use of the reduced storage capacities provided for them, Uniper Energy Storage will endeavor to ensure that the unused storage capacities are made available on an interruptible basis to customers whose storage requirement could not be satisfied in full because of the reduction in capacity pro rata their contracted capacities relative to each other.
- e) If and to the extent certain storage customers (e.g. providers of balancing energy) are given preferential treatment with respect to restrictions or interruptions in accordance with statutory rules or regulations, such statutory rules or regulations shall prevail over the provisions set out in Letters a) to d) above.

Uniper Energy Storage shall inform the storage customer as rapidly as possible of the time from which the storage capacities contracted by the storage customer under the storage contract are available again.

3. If Uniper Energy Storage is responsible for the reduction in storage capacities according to Paragraph 2, the liability of Uniper Energy Storage shall be governed by Article 20. This does not apply if the reduction is necessary for maintenance, repair and connection/expansion works; Paragraph 1 Letter d) only shall apply in this case.

## **Article 19**

### **Relocation of Gas Withdrawal and/or Injection**

1. Uniper Energy Storage controls physical storage use on the basis of the storage nominations of all customers with the aim of maximizing the available firm capacities and minimizing the need to reduce conditional or interruptible storage capacities. In order to optimize physical storage use, Uniper Energy Storage is entitled to relocate nominations of a storage customer to other storage facilities of Uniper Energy Storage provided the storage customer has also contracted corresponding storage capacities there with Uniper Energy Storage and provided that such storage capacities are not used by the storage customer at that point in time. The storage facilities of Uniper Energy Storage which can be used across market areas (i.e. the Etzel ESE and 7Fields storage facilities) are excluded from the relocation; this applies both to relocations from another storage facility to a cross-market storage facility and from a cross-market storage facility to another storage facility.
2. The storage customer has a right to refuse a relocation of nominations by Uniper Energy Storage. Uniper Energy Storage may only reject this refusal and carry out the relocation regardless if the storage customer either cites no substantive grounds for his refusal (e.g. the relocation cannot be processed for reasons of transmission technology; local commitment or commitment to a particular storage facility because of the supply of control energy) or Uniper Energy Storage demonstrates that the cited substantive grounds do not exist in fact.
3. The relocation is carried out irrespective of quantity by a corresponding adjustment of the storage nomination of the storage customer no later than on the day before the relevant quantity demand. The storage customer shall adjust his transportation nominations accordingly.

## **Article 20**

### **Liability**

1. The parties shall be liable to one another for losses due to injury to life, body or health unless the party itself, its legal representatives, servants [*Erfüllungs-*

*gehilfen*] or vicarious agents [*Verrichtungsgehilfen*] have acted neither with willful misconduct [*vorsätzlich*] nor negligently [*fahrlässig*].

2. In the event of a breach of substantive contract obligations the parties shall be liable to one another for loss of property [*Sachschäden*] and pecuniary damage [*Vermögensschäden*] unless the party itself, its legal representatives, servants [*Erfüllungsgehilfen*] or vicarious agents [*Verrichtungsgehilfen*] have acted neither with willful misconduct [*vorsätzlich*] nor negligently [*fahrlässig*]; the liability of the parties for loss of property [*Sachschäden*] and pecuniary damage [*Vermögensschäden*] caused by slight negligence [*leichte Fahrlässigkeit*] is limited to the damages that are usually reasonably foreseeable at the time of concluding the contract. A loss of EUR 2.5 million for loss of property [*Sachschäden*] and EUR 1 million for pecuniary damage [*Vermögensschäden*] can typically be expected in transactions of this nature.
3. The parties shall be liable to one another for loss of property [*Sachschäden*] and pecuniary damage [*Vermögensschäden*] in the event of a breach of non-substantive contract obligations unless the party itself, its legal representatives, servants [*Erfüllungsgehilfen*] or vicarious agents [*Verrichtungsgehilfen*] have acted neither with willful misconduct [*vorsätzlich*] nor grossly negligently [*grob fahrlässig*]. In the event of loss of property [*Sachschäden*] and pecuniary damage [*Vermögensschäden*] caused by gross negligence [*grobe Fahrlässigkeit*], the liability of the parties themselves and for their legal representatives and senior servants [*leitende Erfüllungsgehilfen*] or vicarious agents [*Verrichtungsgehilfen*] is limited to the damages that are usually reasonably foreseeable at the time of concluding the contract. The liability of the parties for so-called ordinary servants [*einfache Erfüllungsgehilfen*] is limited to EUR 1.5 million for loss of property [*Sachschäden*] and EUR 500,000 for pecuniary damage [*Vermögensschäden*] caused by gross negligence [*grobe Fahrlässigkeit*].
4. Without prejudice to Paragraphs 2 and 3, Uniper Energy Storage shall only be liable for loss of property [*Sachschäden*] and pecuniary damage [*Vermögensschäden*] which the storage customer suffers as a consequence of an interruption or other irregularity in the take-over or transfer of gas, based on contract or tort, if the loss of property [*Sachschaden*] is caused by willful misconduct [*Vorsatz*] or negligence [*Fahrlässigkeit*] and the pecuniary damage [*Vermögensschaden*] is caused by willful misconduct [*Vorsatz*] or gross negligence [*grobe Fahrlässigkeit*] on the part of Uniper Energy Storage, its legal representatives, servants

[*Erfüllungsgehilfen*] or vicarious agents [*Verrichtungsgehilfen*], the existence of willful misconduct [*Vorsatz*] or negligence [*Fahrlässigkeit*] in the case of loss of property [*Sachschäden*] and of willful misconduct [*Vorsatz*] or gross negligence [*grobe Fahrlässigkeit*] in the case of pecuniary damage [*Vermögensschäden*] being rebuttably presumed [*widerleglich vermutet*]. Liability according to this Paragraph 4 is limited to EUR 2.5 million for loss of property [*Sachschäden*] and EUR 1 million for pecuniary damage [*Vermögensschäden*].

5. If the sum of the claims for damages of all customers exceeds the maximum limit of EUR 10 million per loss event, the claim of the individual storage customer will be reduced pro rata based on the ratio the sum of all claims for damages to the said maximum limit.
6. This shall not affect the liability of the contract parties under mandatory provisions of the Liability Act [*Haftpflichtgesetz*] and other legal regulations.
7. Paragraphs 1 to 5 also apply in favor of the legal representatives, employees, servants [*Erfüllungsgehilfen*] and vicarious agents [*Verrichtungsgehilfen*] of Uniper Energy Storage.

## **Article 21**

### **Right to Refuse Performance and Termination**

1. Uniper Energy Storage shall not be under any obligation to provide services under the storage contract, and may reduce or cease storage with immediate effect, if and for as long as the storage customer's creditworthiness as required according to Article 16a Paragraph 3 Sentence 4 is not satisfied.
2. Uniper Energy Storage may reduce or discontinue the storage with immediate effect if the storage customer of Uniper Energy Storage does not settle all or part of invoiced due amounts following a reminder setting a reasonable period of grace.
3. Uniper Energy Storage may terminate the contract with immediate effect for a repeat of a breach according to Paragraph 2.
4. Either party may terminate this contract with immediate effect if



- a) insolvency proceedings against the assets of the other party have been opened or a court has declined to open such proceedings by reason of insufficient assets,
- b) orders against the other party are made under Section 21 of the Insolvency Act [*Insolvenzordnung*], or
- c) the other party applies to open insolvency proceedings against its own assets.

Each party undertakes to advise the other party without delay as soon as it becomes aware of an application for insolvency proceedings against its assets, the institution of interim measures of protection or the institution of insolvency proceedings.

## **Article 22**

### **Secondary Marketing, Transfer of Rights and Obligations**

1. The storage customer may transfer acquired storage capacities to a third party for use by the latter. The storage customer remains the contract partner of Uniper Energy Storage in the case of a transfer of use and is still obliged to perform all of the duties arising out of the storage contract, in particular to pay the agreed storage fee and to nominate the gas quantities to be injected and/or withdrawn.

The rights out of the contract – in particular the making of nominations – may be exercised directly by the third party in regard to Uniper Energy Storage if so demanded by the storage customer. In this case, the storage customer must advise Uniper Energy Storage without delay of the name, address and telephone number of the third party and the name of a contact person and is liable for all actions of the third party as for its own actions. If the rights under the contract are exercised directly by the third party, then if the contracted storage capacities are only partially transferred an additional system service fee according to Article 3 Paragraph 1 must be paid unless the third party is already a customer in the storage facility concerned and for the year concerned. The storage customer alone is liable to Uniper Energy Storage for the additional system service fee. In the event that a system service fee is paid for the third party, Article 3 Paragraph 2 shall also apply to the third party accordingly.

2. Each party may assign the contract in whole or in part to a third party with the written consent of the other party. Such consent shall not be withheld if the acquirer offers a reliable guarantee of the performance of the contractual obligations. An acquirer who accedes to the contract in place of the storage customer must in any event demonstrate its creditworthiness according to Article 16a Paragraph 3. If the contract for storage capacities is only partially transferred, the acquirer is furthermore liable for an additional system service fee according to Article 3 Paragraph 1 unless it is already a customer in the storage facility concerned and for the year concerned.

### **Article 23**

#### **Return of Storage Capacities**

1. The storage customer may at any time declare in writing and bindingly to Uniper Energy Storage that he wishes to return the contracted storage capacities or parts thereof, both in regard to the amount of the capacities/rates and the storage period. In this declaration, the storage customer determines a price that he wishes to achieve for these storage capacities in a certain period of time (hereinafter referred to as "**return price**"). The return price is determined per unit of product in which the storage capacities are to be offered by Uniper Energy Storage (usually a storage bundle). In principle, the return price may be adjusted by the storage customer at any time with a written declaration, provided, however, that at least four hours must have passed since the last change.
2. Uniper Energy Storage shall offer these storage capacities in its own name to third parties. The offer shall be made on the basis of the then applicable General Terms and Conditions for Storage Services of Uniper Energy Storage.
3. Uniper Energy Storage shall only be obliged to take back and market said storage capacities in accordance with the preceding paragraphs if the storage customer returns complete storage bundles. A return and marketing of unbundled storage capacities shall be solely at Uniper Energy Storage's discretion.
4. If a storage contract is concluded with a new customer for storage capacities which have been offered on the basis of a declaration of return pursuant to Paragraph 1, Uniper Energy Storage agrees to terminate the contract with the storage customer for the corresponding storage capacities (hereinafter referred to as "**returned**

**storage capacities**") and for the corresponding period (hereinafter referred to as **"return period"**) and will adjust the individual withdrawal and injection curves of the storage customer accordingly. In all other respects, the contract with the storage customer shall remain unaffected.

5. In the event of a (partial) termination of the storage contract pursuant to Paragraph 4 above, the storage fees that the storage customer would have paid in accordance with his contract for the returned storage capacities during the return period (hereinafter referred to as **"original storage fees"**) shall be compared with the storage fees resulting from the return price for the returned storage capacities and the return period (hereinafter referred to as **"remarketing fees"**). Changes in the return price by the storage customer pursuant to Paragraph 1 that occur after the conclusion of a storage contract for the returned storage capacities with a new customer shall not be taken into account. If the remarketing fees are higher, the storage customer shall receive a monthly credit during the return period in the amount of the difference between the respective monthly storage fees. If the original storage fees are higher, the storage customer shall remain obliged to pay Uniper Energy Storage the difference between the respective monthly storage fees during the return period.

Fees for variable costs pursuant to Article 4 are not taken into account in the above comparison.

6. As long as the storage capacities have not yet been marketed to a new customer, the storage customer shall be entitled at any time to withdraw his declaration of return in whole or for certain storage capacities; the aforementioned shall not apply to storage capacities withdrawn in accordance with Article 24 Paragraph 2 Sentence 1.
7. Notwithstanding the provision on compensation payments pursuant to Paragraph 5, the storage customer shall be obliged to pay a service fee to Uniper Energy Storage in the event of successful marketing of returned storage capacities to a new customer. The service fee is € 0.10 per MWh of marketed working gas capacity from returned storage capacities, but at least € 20,000.00.

The minimum service fee of € 20,000.00 must also be paid if (i) Uniper Energy Storage conducted an auction in which the storage customer's storage capacities were offered and the return price could not be achieved or (ii) the declaration of

return was withdrawn by the storage customer. If, in the case of (i), marketing takes place at a later date, the minimum service fee already paid will be offset against the service fee incurred for the marketing. In the case of (ii), the minimum service fee may be waived if, at the time of withdrawal of the declaration of return, Uniper Energy Storage has not yet carried out any significant preparatory work for marketing (e.g. drafting of contracts, announcement of an auction).

8. Uniper Energy Storage shall give first priority to marketing existing available storage capacities and only second priority to marketing returned storage capacities. In the event that several storage customers declare their desire to return storage capacities, the principle shall apply that the storage capacities will be marketed in the order of Uniper Energy Storage's receipt of the written declaration to return ("first come – first served").

## **Article 24**

### **Withdrawal of Storage Capacities**

1. In a capacity shortage situation, Uniper Energy Storage will invite storage customers who make no use or who make only minimal use of their contracted storage capacities for a period of nine months to offer their contracted storage capacities to third parties in order to prevent improper capacity hoarding. Storage capacities are in particular not used when
  - a) the contracted working gas capacity is not used (vacancy) or
  - b) no injections or withdrawals are made (idle storage) and this is provably not usual in the market. The onus of this proof shall be on Uniper Energy Storage.
2. If the storage customer does not comply with the invitation within one month or if he fails to sell the storage capacities within the same period, this shall be deemed a declaration by the storage customer that he wishes to return his contracted capacities according to Article 23 Paragraph 1. This shall not apply when, in response to the invitation of Uniper Energy Storage and within the said period, the storage customer provides cogent written arguments to the effect that he still needs the storage capacities concerned so as to meet existing contract commitments or exercise existing contract rights. Uniper Energy Storage shall in particular accept

a cogent argument by the customer to the effect that the working gas capacities are being held as a reserve to safeguard contract commitments.

## **Article 24a**

### **Minimum Filling Levels, Withdrawal of Storage Capacities**

1. According to Section 35b of the German Energy Industry Act ("EnWG"), gas storage operators are obliged to define the framework conditions for achieving the minimum filling levels described in Section 35b Paragraph 1 EnWG. In particular, storage operators are obliged to make the unused storage capacities of their storage customers available to the market area manager (i.e. Trading Hub Europe GmbH, Ratingen) if there is a risk that the minimum filling levels will not be reached pursuant to Section 35b Paragraph 5 EnWG. Section 35b EnWG, the ordinances issued on the basis of Section 35b Paragraphs 3 and 7 EnWG, as well as successor regulations of German and European law in their respective current version are hereinafter referred to as the "**Filling Level Regulations**".
2. Uniper Energy Storage is entitled to implement all requirements of the Filling Level Regulations in relation to the storage customer. In particular, Uniper Energy Storage is entitled to withdraw from the storage customer its unused storage capacities in accordance with the Filling Level Regulations and to make those storage capacities available to the market area manager. In addition to working gas capacity, the withdrawal of storage capacity always includes injection and withdrawal rate as well, whereby the extent of the respective withdrawal depends on the requirements of the Filling Level Regulations. Multiple storage capacity withdrawals are possible during the course of the same storage year. Subject to deviating new provisions of the Filling Level Regulations, the withdrawal shall always be effective until the end of the storage year in the course of which the respective withdrawal took place. Withdrawn injection rate and withdrawal rate may continue to be available to the storage customer as conditional storage capacities for the duration of their withdrawal. The provisions for the use of conditional storage capacities can be found in these GTCS, in particular Articles 2a Paragraph 5 lit. a), 18 Paragraph 1 lit. b), c) and d), 18 Paragraph 2 and Annex III.
3. Uniper Energy Storage shall endeavor to notify the storage customer of an impending withdrawal of storage capacities, but is not obliged to do so. However,

Uniper Energy Storage shall inform the storage customer immediately of any actual withdrawal of storage capacities.

4. In accordance with the mandatory provision of Section 35b Paragraph 5 Sentence 2 EnWG, the storage customer remains obliged to pay the storage fees for withdrawn storage capacities. The above sentence does not apply to (i) the fee for variable costs pursuant to Article 4 in relation to such working gas quantities that are injected by third parties using the withdrawn injection rate and (ii) the fees pursuant to Article 8 Paragraph 4 lit. d) for transfers of such working gas quantities that are transferred by third parties using the withdrawn working gas capacity. The discharge from payment obligations of the storage customer pursuant to Article 18 Paragraph 1 lit. d) and e) shall also take place in the event of restrictions or interruptions of withdrawn storage capacities.
5. The provisions of this Article 24a shall not apply to Uniper Energy Storage's 7Fields storage facility located in Austria. Article 104 of the Austrian Gas Act (Gaswirtschaftsgesetz GWG 2011) has to be observed.

## **Article 25 Data Collection and Use**

Uniper Energy Storage shall be entitled to collect, store and use for its own purposes data of participants necessary for the management and processing of trading in storage capacities.

## **Article 26 Written Form Clause**

Amendments and additions to, and the cancellation of, this contract require the written form, which is also fulfilled if a qualified electronic signature within the meaning of Art. 3 No. 12 of the European eIDAS Regulation (2014/910/EU) or at least an advanced electronic signature within the meaning of Article 26 of the eIDAS Regulation is used. This also applies to an amendment or cancellation of this written form clause itself.

## **Article 27**

### **Contract Review Following a Change in Circumstances**

If the technical, commercial and/or legal preconditions under which the contract provisions including these General Terms and Conditions and the fees have been agreed undergo a fundamental change, and if consequently one of the parties can no longer be reasonably expected to uphold the contract provisions because the intentions of the parties aimed at a fair balance of their reciprocal commercial interests are no longer fulfilled, then that party may demand that the contract provisions be amended in line with the changed circumstances.

If agreement on an amendment of the contract provisions is not reached within three months, then the arbitration panel according to Article 28 shall decide. The claim to the new contract provisions shall exist commencing from the time when the party claiming the amendment first demanded the new contract provisions from the other party, invoking the changed circumstances.

## **Article 28**

### **Governing Law, Settlement of Disputes**

1. This contract shall be governed by the laws of Germany unless the application of the law of a foreign country is mandatory under any of the provisions of the Introductory Law to the German Civil Code (EGBGB). Intergovernmental agreements and the United Nations Convention on contracts for the international sale of goods (UN CISG) shall not apply even if they are transposed into German law.
2. The parties shall endeavor to settle disputes through negotiation. Should negotiations fail, all disputes in relation to this contract shall be settled finally and without recourse to legal action by an arbitration panel duly applying the provisions of the Code of Civil Procedure relating to the judicial process in the first instance. The arbitration panel consists of three arbitrators, one of whom acts as chairman. The chairman must be qualified to be a judge.

The arbitration panel is constituted by the party who seeks the arbitration designating the matter in dispute and nominating one arbitrator and inviting the other party in writing to nominate the other arbitrator and by the nominated

arbitrators then selecting the chairman. If the other party fails to comply with the order to nominate an arbitrator within one month or if the arbitrators do not select their chairman within one month from the second arbitrator being nominated, either party may apply to the President of the Higher Regional Court [*Oberlandesgericht*] Düsseldorf to propose the second arbitrator or chairman respectively. The proposal is binding upon the parties. The place of the arbitration proceedings, where the hearings are to be held, is Düsseldorf. The language of the proceedings is German.

The competent court for the purposes of Section 1062 (1) of the Code of Civil Procedure is the Higher Regional Court [*Oberlandesgericht*] Düsseldorf. Otherwise, Sections 1025 to 1065 of the Code of Civil Procedure shall govern the arbitration proceedings.

## **Article 29 Confidentiality**

1. Each party undertakes to all use any information which it obtains directly or indirectly from the other party within the scope of this contract or its preparation or in relation to its performance solely for the performance of the contractual relationships and to treat it in confidence both during and after the term of this contract. Confidential treatment means that the information received from the other party shall not without the prior written consent of the party who has given the information be made accessible to employees and third parties who are not involved in the performance of these contractual obligations and who are not subject to a like duty of confidentiality and that this information may not be used commercially for third parties. The parties undertake to use the received information solely for the purpose of performing this contract.

Any necessary disclosure to fiscal or legal advisers and disclosure of the necessary technical particulars to subcontractors is permissible without special written authority of the information giver when the disclosure of information is limited to the scope necessary for the performance of this contract and the information recipients for their part undertake to treat the information in strict confidence or have a professional duty of secrecy by law. The parties also oblige their servants [*Erfüllungsgehilfen*] and vicarious agents [*Verrichtungsgehilfen*] to observe confidentiality.



2. Each party shall protect the information received from the other party with the same care with which it protects its own commercial and operating secrets but at least with the due care and diligence of a prudent businessman.
3. The duty of secrecy does not apply to information
  - a) which is already known to the information recipient at the time of disclosure without a duty of secrecy or
  - b) which was already publicly accessible at the time of disclosure or – through no fault of the information recipient – was made publicly accessible subsequently.
4. Without prejudice to the above provisions each party is entitled to meet its duties of disclosure which are based on statutory provisions and by-laws as well as on official decisions or as appropriate its indirect duties of disclosure under stock market laws including in respect of information disclosed to it. The other party must be advised accordingly.
5. The duty of confidentiality shall exist for a period of 60 months including beyond the end of this contract.

### **Article 30 Severability**

Should any provision of this contract or of the "General Terms and Conditions for Storage Services" (GTCS) be or become void or impracticable, the contract and the GTCS shall not be otherwise affected. The parties undertake to replace the void or impracticable provision by a valid provision that most closely approximates to it in commercial outcome with effect from the time of the inefficacy forward. The new provision must take reasonable account of the interests of both parties. The same shall apply in the event of gaps in the contract provisions.

The parties are aware of the precedents of the Federal Court of Justice [*Bundesgerichtshof*], in particular its judgement of 24.09.2002 – KZR 10/01. It is however, the express will of the parties that this ruling shall not result in a mere reversal of the burden of proof, but that Section 139 of the Civil Code is completely waived.

### **Article 31**

#### **Harmonization with Official and Statutory Requirements**

These General Terms and Conditions (GTCS) are based on the statutory and other framework conditions in force at the time when the contract is concluded. Uniper Energy Storage is entitled to amend the GTCS with the exception of the prices if and to the extent such amendment is necessary to comply with amendments of pertinent statutes, legal ordinances and/or general codes of practice as well as to comply with legally binding rulings of national or international courts and authorities. Uniper Energy Storage will notify the storage customer – and all other customers – of the amendments in text form before the proposed entry into effect.

**Annex I: Take-over and Return Points**

Designation	Location	NP Entry	NP Exit	Network operator	Technical service provider	Market area(s)
<b>Epe L-Gas</b>	Gronau	Speicher Epe L	Speicher Epe L	Open Grid Europe GmbH	-	Trading Hub Europe
<b>Nüttermoor</b>	Nüttermoor	Oude Stanzijl Renato (EWE SSO) (ID 301185)	Oude Stanzijl Renato (EWE SSO) (ID 301185)	Gasunie Transport Services B.V.	EWE Gasspeicher GmbH	TTF (NL)
<b>Epe H-Gas</b>	Gronau	Speicher Epe H	Speicher Epe H	Open Grid Europe GmbH	-	Trading Hub Europe
		Gronau – Epe – 13 (UGS-E)*	-	Thyssengas GmbH*		
<b>Etzel EGL</b>	Friedeburg	Friedeburg-Etzel, Schienenstrang, EGL	Friedeburg-Etzel, Schienenstrang, EGL	Open Grid Europe GmbH	STORAG ETZEL GmbH	Trading Hub Europe
		UGS ETZEL EGL	UGS ETZEL EGL	Gasunie Deutschland Transport Services		
<b>Etzel ESE</b>	Friedeburg	Etzel (Speicher ESE), Bitzenlander Weg 3	Etzel (Speicher ESE), Bitzenlander Weg 3	Open Grid Europe GmbH	STORAG ETZEL GmbH	Trading Hub Europe
		UGS Etzel ESE	UGS Etzel ESE	Gasunie Deutschland Transport Services		
		Oude Stanzijl Etzel-Freya-H (ID 301401)**	Oude Stanzijl Etzel-Freya-H (ID 301401)**	Gasunie Transport Services B.V.**		TTF (NL)**

Use of the network access point marked \* is only possible for a limited withdrawal capacity. Further information will be provided upon request.

Use of the network access point marked \*\* requires the signing of a separate agreement between the storage customer and Uniper Energy Storage. The available capacity on the storage side is limited, which is why use cannot be guaranteed for all storage customers. Further information will be provided upon request.

Designation	Location	NP Entry	NP Exit	Network operator	Technical service provider	Market area(s)
<b>Bierwang</b>	Unterreit	Speicher Bierwang	Speicher Bierwang	Open Grid Europe GmbH	-	Trading Hub Europe
<b>7Fields</b>	Auerbach (A)	Haiming 2 7F	Haiming 2 7F	Open Grid Europe GmbH	RAG Austria AG	Trading Hub Europe
		Haiming 2-7F/bn	Haiming 2-7F/bn	bayernets GmbH		
		Speicher 7Fields***	Speicher 7Fields***	Gas Connect Austria***		Eastern Market Area / CEGH (A)***
		Zagling***	Zagling***	Netz Ober-österreich GmbH***		
<b>Breitbrunn</b>	Gstadt/Chiemsee	Speicher Breitbrunn	Speicher Breitbrunn	Open Grid Europe GmbH	NAFTA Speicher GmbH & Co. KG	Trading Hub Europe

Use of the network access point marked \*\*\* requires the signing of a separate agreement between the storage customer and Uniper Energy Storage. The available capacity on the transport side is limited, which is why use cannot be guaranteed for all storage customers. Further information will be provided upon request.

## **Annex II: Nomination Arrangements**

### **1. Quantity Notification Procedure (Nomination)**

The storage customer nominates with Uniper Energy Storage or with a service provider appointed by Uniper Energy Storage (UST service provider) the natural gas quantities which the storage customer wishes to inject/withdraw at the take-over/return point. The quantity nomination is made to the nearest hour and in kWh.

#### **1.1 Content of the Quantity Nomination**

The information content of the storage customer's quantity nomination will be specified by Uniper Energy Storage and shall contain the following minimum information:

- the contract ID of the storage contract,
- the take-over or return point,
- the day(s) for which the quantity nomination is valid,
- the hourly quantities in kWh and
- the direction of flow (injection or withdrawal).

#### **1.2 Weekly Quantity Nomination**

The binding weekly quantity nomination is made by 16.00 on Thursday of each week by a daily nomination for each day of the following week.

#### **1.3 Daily Quantity Nomination**

The daily quantity nomination is made by 10.00 on Monday to Thursday binding for the following day and by 10.00 on Friday for each of the following three days. If the following day or days are not working days, then a daily quantity nomination must also be made for the day(s) that follow the following day.

If Uniper Energy Storage or the UST service provider has not received a daily quantity nomination from the storage customer by 10.00 on the current day for the following day, then the quantity nominated for the corresponding day according to Number 1.2 will be used as the quantity nomination. If no quantity nomination according to Number 1.2 has been received either, then the nominated quantity shall be deemed to be "nil" (0).

## **1.4. Re-Nomination**

Subject to the startup and changeover times according to the Technical Framework Conditions contained in Annex III of these General Terms and Conditions, the storage customer is entitled to change his quantity nomination 2 hours in advance.

## **2. Confirmation by Uniper Energy Storage**

### **2.1 Confirmation of the Weekly Quantity Nomination**

If demanded by the storage customer, Uniper Energy Storage or the UST service provider will confirm the weekly quantity nomination to it by 18.00 on the Friday of each week for the following week. If no confirmation is made by the aforesaid time, the quantity nomination is deemed to be confirmed.

### **2.2 Confirmation of the Daily Quantity Nomination**

If demanded by the storage customer, Uniper Energy Storage or the UST service provider will confirm the daily quantity nomination to him by 18.00 of the previous day. If no confirmation is made by the aforesaid time, the quantity nomination is deemed to be confirmed.

### **2.3 Adjustment of the Quantity Nomination**

In the event of special technical necessities, Uniper Energy Storage is entitled to adjust the quantity nomination of the storage customer. Uniper Energy Storage or the UST service provider will immediately advise the storage customer as to the nature, extent and duration of the need to adjust his nomination.

### **3. Provision of Data**

#### **3.1 Standard Nomination Procedure**

The data necessary for processing must be provided by the storage customer in the Dispatching Center of Uniper Energy Storage or the UST service provider. The business data, information and documents that are required for processing should be transferred and interchanged using the EDIG@S protocol or the Web Portal of Uniper Energy Storage or UST service provider. The storage customer bears the cost of transferring data to the Dispatching Center of Uniper Energy Storage or UST service provider.

#### **3.2 Alternative Nomination Procedure (OFC – Online Flow Control)**

Uniper Energy Storage will on demand also accept nominations submitted by the storage customer using an alternative nomination procedure (OFC) if and for as long as such procedures are used in the upstream transmission systems. The nominations must be submitted to Uniper Energy Storage or the UST service provider in the electronic data format TASE.2.

Uniper Energy Storage or the UST service provider will implement such electronically submitted hourly nominations taking into account the startup and changeover times that may be necessary. The storage customer is liable for the accuracy and completeness of the data transfer.

In the event that data transfer fails, Uniper Energy Storage will continue the nomination value last submitted by the storage customer and notify the storage customer of the data transfer failure. In case of planned maintenance, Uniper Energy Storage will so far as necessary notify the suspension of the alternative nomination procedure at least 12 hours in advance.

### **4. Exceptional Operating Situations/Barriers to Performance**

If circumstances arise as a consequence whereof the storage customer or Uniper Energy Storage cannot fulfil some or all of their obligations, the contract partner who is affected by these exceptional circumstances shall advise the other contract partner of the current state of affairs, indicating their likely extent, duration and cause. This information shall be passed by telephone to Uniper Energy Storage or the UST service provider and must be confirmed in writing.

## **5. Co-operation**

In performing the contract, the parties shall act and co-operate in their mutual interest and mutual benefit. This includes in particular informing one another about all circumstances and measures that could potentially affect the flow of natural gas quantities. If faults occur during the injection or withdrawal of the quantities, Uniper Energy Storage and the storage customer have a duty to minimize losses. The dispatching centers will liaise directly on the measures to be taken in such a case.



### **Annex III: Technical Framework Conditions**

In the storage facilities of Uniper Energy Storage – depending on availability – contracts may be concluded regarding bundled storage capacities (storage bundles) and unbundled storage capacities (injection and/or withdrawal rate and/or working gas capacity). Both bundled and unbundled storage capacities can also be the object of a storage contract in firm or interruptible form. The storage capacities in the storage contracts of Uniper Energy Storage shall be stated regularly in the units MWh/h (injection and withdrawal rate) or GWh (working gas capacity) and rounded up or down to two decimal points.

The firm injection and withdrawal curve and the interruptible injection and withdrawal curve that are assigned to each storage facility constitute the basis for the marketing of firm and interruptible storage capacity respectively by Uniper Energy Storage. Rate curves generally do not apply to conditional capacities.

The individual injection and withdrawal curves of the storage customer, which are notified as a schedule to the storage contract, are obtained from these curves and from the firm and interruptible storage bundles and/or unbundled storage capacities contracted by the particular storage customer.

From these curves, the storage customer can see – based on his current working gas content in the case of the injection rate or his current working gas withdrawal in the case of the withdrawal rate – which maximum injection and withdrawal rates are available to him at any particular time. The working gas content corresponds to the current balance on the working gas account, the working gas withdrawal of the contracted working gas capacity less the current working gas content.

Other **technical and/or legal restrictions for the use of the contractual injection and withdrawal rates** may also have to be observed where applicable. Thus, for example the weekly withdrawal quantity in individual storage caverns may be restricted (see Section 3 for further details). Certain storage facilities may also apply requirements for the making of injections and withdrawals (see Section 4 for further details).

## 1. Firm Storage Capacities

The explanations in this section are based on the standard products for the particular storage. In the case of special products, bundle configurations and/or characteristic curves may be different; such differences will be expressly noted (e.g. in the particular product description).

A particular standard storage bundle is determined for each storage facility. The exception is the storage facility 7Fields, in which two different storage bundles are offered. Every booked firm storage bundle corresponds to a maximum withdrawal rate of 10 MWh/h contracted on a firm basis. The firm maximum working gas capacity and the firm maximum injection rate of the five different storage bundles and their assignment to the respective storage facilities are shown for the storage customer in Table 1. **Please note that the contracted maximum storage capacities are only available subject to the restrictions arising out of the General Terms and Conditions and in particular the provisions of this Annex.**

Bundle	Storage facility	Working gas capacity per storage bundle	Injection Rate per storage bundle	Curve type Withdrawal curve	Curve type Injection curve
		in GWh	in MWh/h		
A	Epe L-Gas	5.00	2.50	B	B
A	Nüttermoor	5.00	2.50	A	A
B	Epe H-Gas	7.50	3.00	B	A
C	Etzel EGL	10.00	3.33	B	A
C	Etzel ESE	10.00	3.33	A	A
D	Bierwang	15.00	4.55	A	A
D	7Fields D	15.00	4.55	A	A
E	7Fields E	20.00	5.56	A	A
E	Breitbrunn	20.00	5.56	A	A

**Table 1: Composition of the storage bundles and allocation to the storage facilities**

The maximum firm withdrawal rate given by the sum of the firm storage bundles and the firm unbundled withdrawal rate is guaranteed up to a working gas withdrawal of 50 %. From over 50 % working gas withdrawal up to 100 % working gas withdrawal, the firm withdrawal rate falls linearly for technical reasons down to 25 % of the maximum firm withdrawal rate. The maximum firm injection rate given by the sum of the firm storage bundles and firm unbundled injection rate is guaranteed for a working gas content of 0 to 50 %. Between 50 % and 100 % of working gas content, the firm injection rate falls linearly for technical reasons from 100 % to 60 % of the maximum injection rate.

The following charts show examples of the withdrawal and injection curves of a storage customer who has 10 Type C storage bundles (for example at Etzel EGL storage facility) as well as 10 MWh/h unbundled firm withdrawal rate, 10 MWh/h unbundled firm injection rate as well as 20 GWh unbundled firm working gas capacity:

Example : Firm withdrawal rate curve (bundled + unbundled)

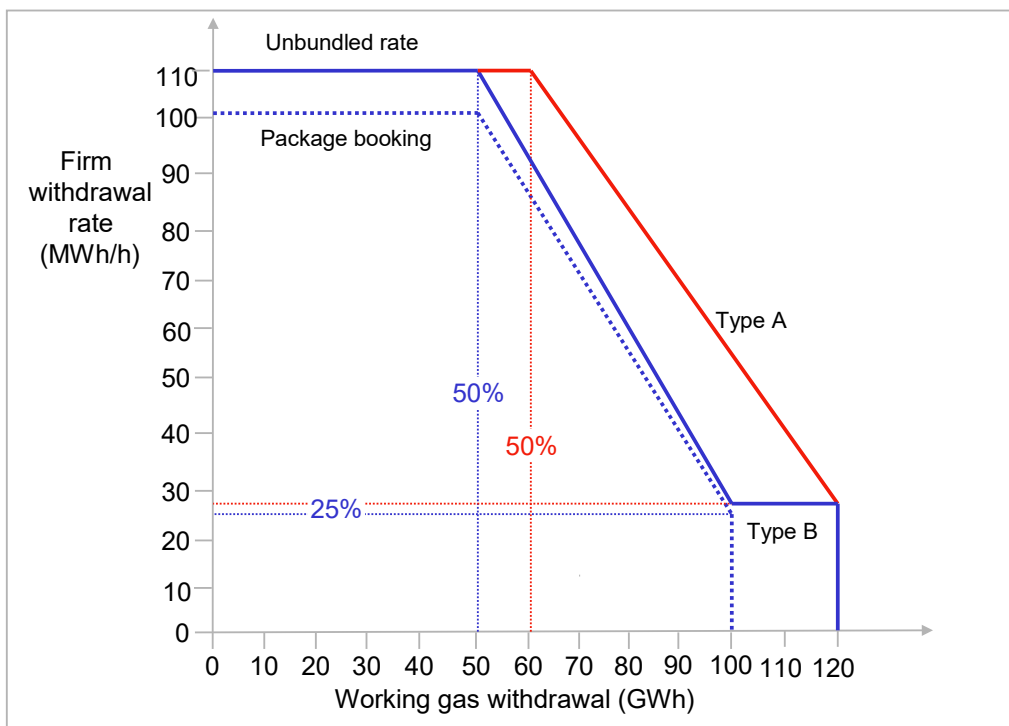
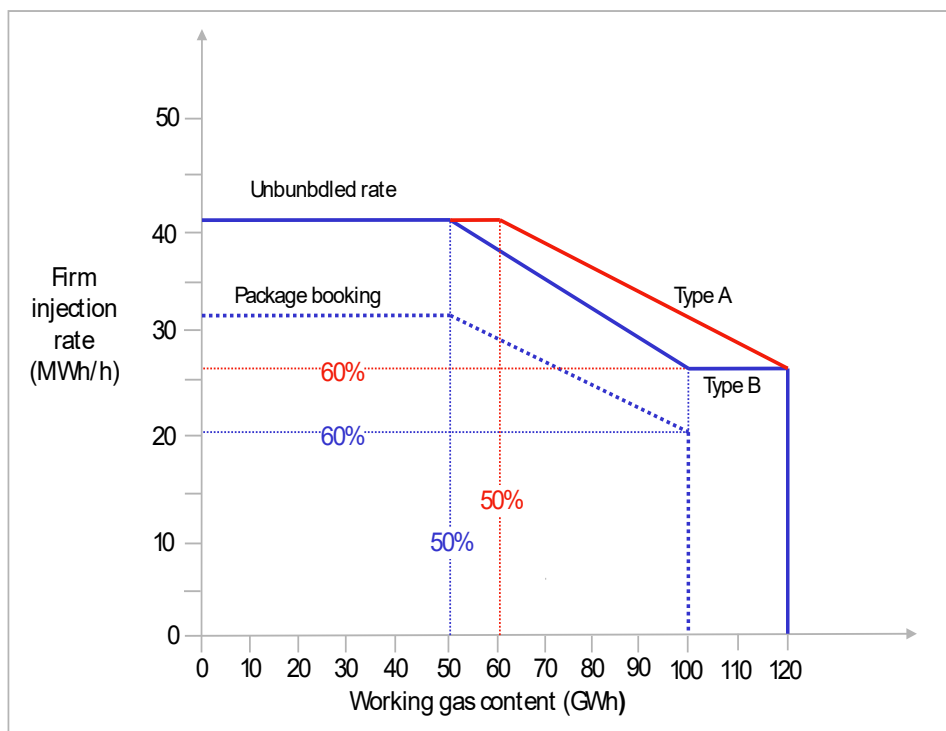


Figure 1: Withdrawal rate curve for a firm storage capacity

Example: Firm injection rate curve (bundled + unbundled)



**Figure 2: Injection rate curve for a firm storage capacity**

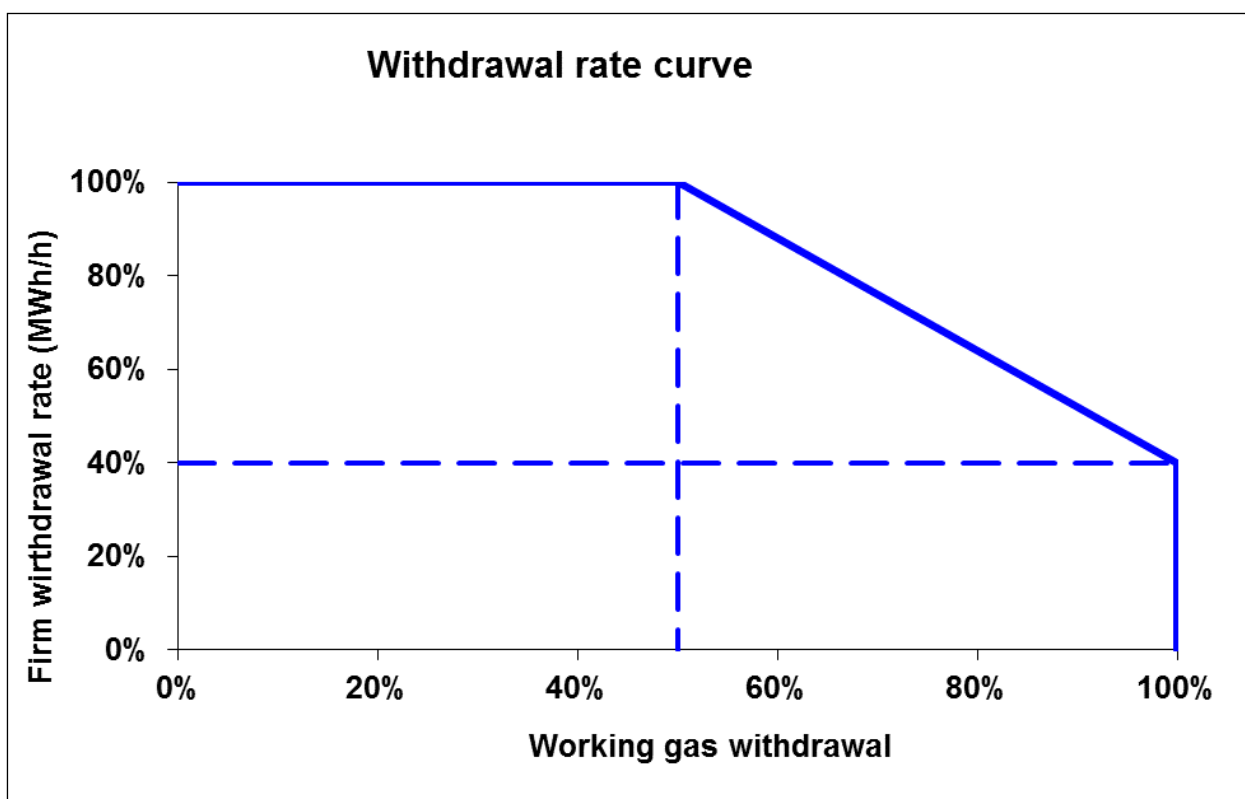
Depending on the particular storage facility, firm unbundled working gas capacity is fulfilled with a pro rata injection and/or withdrawal curve (Type A) or with the minimum firm withdrawal and/or injection rate of the storage customer's storage curve (Type B) (see also Table 1). If a storage curve according to Type B is allocated, Uniper Energy Storage will if technically possible fulfil the injection or withdrawal rates of a Type A storage curve on an interruptible basis. In the case of storage caverns, there may also be an annual reduction in unbundled working gas capacity due to cavity losses. Refer to Section 3 for details.

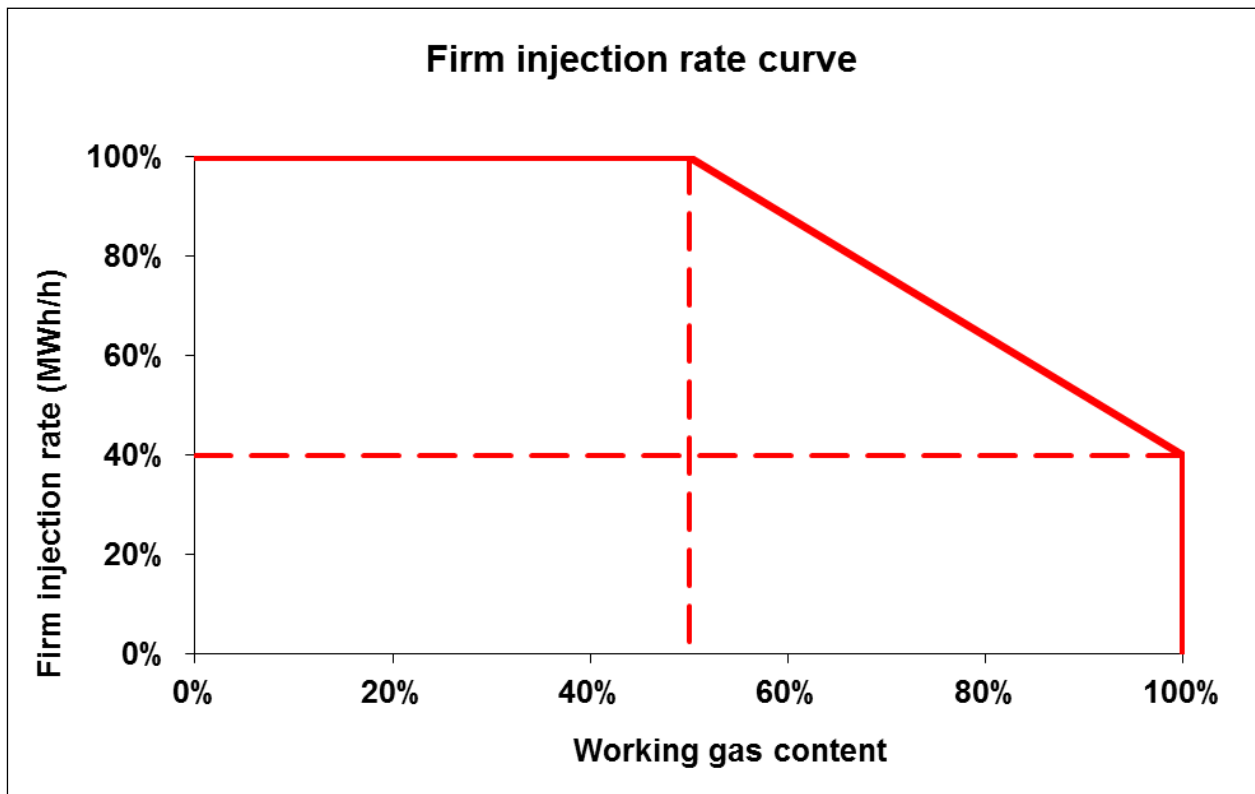
The firm storage capacities contracted by the storage customer and his resulting individual injection and withdrawal curves are set out in the storage customer's individual storage contract. The data apply to the period indicated in the contract.

**For the 7Fields storage facility by way of derogation, the following applies:**

For storage capacities for 7Fields storage, by way of derogation, in the case of over 50 % working gas withdrawal up to 100 % working gas withdrawal the firm withdrawal rate falls linearly only to a value of 40 % of the maximum firm withdrawal rate. Furthermore, between 50 % and 100 % of working gas content, the firm injection rate falls linearly for technical reasons from 100 % to 40 % of the maximum injection rate.

Therefore, the following curves apply for the 7Fields storage facility:





## 2. Interruptible and Conditional Storage Capacities

### a) Interruptible Storage Capacities

The interruptible standard storage products (storage bundles or unbundled storage capacities) are fundamentally tailored in exactly the same way as the firm standard storage products. Every interruptible storage bundle corresponds to a withdrawal rate of 10 MWh/h contracted on an interruptible basis. Other data can be taken from Table 1.

Interruptible storage rates are given by the difference between the maximum withdrawal or injection curve and the firm withdrawal or injection curve of a storage facility. The interruptible withdrawal and injection curves are calculated for each storage customer pro rata his contracted interruptible storage capacity, and shown as a chart.

The availability of interruptible storage capacities depends on the particular physical storage use by the storage customer and the other customers.

Where possible, Uniper Energy Storage will give 12 hours prior notice of an interruption of interruptible storage capacities. Uniper Energy Storage must give the storage customer at least 2 hours prior notice of the interruption unless this is not possible for operational reasons. Uniper Energy Storage will advise the storage customer without delay of the reasons for the interruption no later than after the beginning of the interruption. In the event of an interruption, the storage customer must immediately re-nominate the gas quantities at the take-over/return point affected by the interruption in order to avoid quantity differences. The periods for the storage customer for re-nomination according to Annex II Number 1.4 do not apply in this case if and for as long as is technically and operationally possible. If the interruptible capacities are only partly available, Article 18 Paragraph 2 of the GTCS shall apply.

The interruptible storage capacities contracted by the storage customer and his resulting individual injection and withdrawal curves are set out in the storage customer's individual storage contract. The data apply to the period indicated in the contract.

#### **b) Conditional Storage Capacities**

For the provision of conditional storage capacities, Uniper Energy Storage will not reserve physical storage capacities in the respective storage facility. Therefore, conditional storage capacities can only be provided to the extent that physical storage capacities are both available (i.e. not restricted or interrupted) and not used to provide higher priority storage capacities (i.e. firm and/or interruptible storage capacities).

Uniper Energy Storage shall notify the Storage Customer of any interruption of conditional storage capacities. In doing so, it shall endeavor to observe a lead time of at least 2 hours for this notification; there is, however, not obligation to do so. In the event of an interruption, the storage customer must immediately re-nominate the gas quantities at the take-over/return point affected by the interruption in order to avoid quantity differences. The periods for the storage customer for re-nomination according to Annex II Number 1.4 do not apply in this case if and for as long as is technically and operationally possible. If the conditional capacities are only partly available, Article 18 Paragraph 2 of the GTCS shall apply.

### 3. Special Rules for Storage Caverns

#### a) Restriction on Working Gas Withdrawal

The storage capacities determined by Uniper Energy Storage are calculated for a seasonal storage use that is reflected by a temperature-related high demand on a small number of extremely cold days in winter and a far lower average demand on the storage facility at other times. This is particularly the case with storage caverns with a high withdrawal and/or injection rate relative to its working gas content.

For the storage caverns of Uniper Energy Storage, the process of maximizing the available firm storage capacities may involve limiting the maximum weekly or monthly working gas withdrawal.

The maximum weekly working gas withdrawal is limited by allocating a demand factor DF that defines the ratio of the permissible weekly working gas withdrawal by the storage customer to the maximum possible weekly working gas withdrawal by the storage customer on the basis of his contracted firm withdrawal capacity. The current demand factors are given in Table 2.

If he exceeds the permissible weekly working gas withdrawal, the storage customer loses his claim to the firm provision of the booked firm storage capacities. Uniper Energy Storage is entitled to limit the weekly withdrawal quantity of the storage customer accordingly.

**Example:**

Maximum firm withdrawal rate of the storage customer	=	500 MWh/h
Possible weekly* working gas withdrawal by the storage customer (on the basis of the contracted withdrawal rate)	=	84 GWh
Demand factor DF	=	0.75
Permitted weekly* working gas withdrawal by the storage customer	=	63 GWh

\* the week relevant for the Demand factor shall always cover the time span from Saturday to Friday

Bundle	Storage facility	DF
A	Epe L-Gas	0.3
B	Epe H-Gas	0.7

**Table 2: Demand factors**



**b) Annual revision of the working gas capacity owing to cavity losses**

Geological processes continually reduce the technically maximum available working gas capacity in storage caverns by an annual percentage rate (convergence). The actual rate depends essentially on the mode of operation of the storage facility and so cannot be accurately predicted. To allow for these cavity losses, the working gas capacity contracted by the storage customer and by other customers and the corresponding storage fee are revised downwards annually where necessary according to the following principles:

- aa) The revision of the contracted working gas capacity and the storage fee is applied annually with effect from 1 April (6.00), with the first revision not being made until after the end of a term of the storage contract of one year.
- bb) The revision will reflect as accurately as possible the loss of working gas capacity in the storage year preceding the adjustment date. In this regard, Uniper Energy Storage will each year apply mathematical models that allow for the mode of operation of the storage facility over the respective storage year in order to determine a corresponding figure for the loss of working gas capacity that closest approximates to the actual cavity loss. These mathematical models will also incorporate the results of actual surveys of caverns in the respective storage facilities that are conducted at regular intervals (every nine to ten years as a rule).
- cc) This calculated loss of working gas capacity will be divided up among the storage customer and other customers (hereinafter collectively referred to in cc) as "customers") as follows:
  - The loss of working gas capacity will in the first instance be divided up among all customers who are subject to a revision according to aa) and who have contracted **interruptible unbundled** working gas capacity and will be pro rata their contractual interruptible unbundled working gas capacity. The fees payable by the customers will also be revised downwards in line with the reduction in working gas capacity.
  - If the interruptible unbundled working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and **who have contracted interruptible bundled** working gas capacity, and will be pro rata their contractual interruptible bundled working gas capacity. That portion of the fee for bundled interruptible rates that is represented by the

working gas capacity (33 %) will also be reduced commensurate with the reduction in working gas capacity.

- If the interruptible working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and **who have contracted firm unbundled** working gas capacity, and will be pro rata their contractual firm unbundled working gas capacity. The fees payable by the customers will also be revised downwards in line with the reduction in working gas capacity.
- If the firm unbundled working gas capacities are not enough to cover the losses of working gas capacity, the residual loss of working gas capacity will be divided up among all customers who are subject to a revision according to aa) and **who have contracted firm bundled** working gas capacity, and will be pro rata their contractual firm bundled working gas capacity. That portion of the fee for bundled firm rates that is represented by the working gas capacity (33 %) will also be reduced commensurate with the reduction in working gas capacity.

The base values for the reduction are the figures given in Annex I of the storage contract for the first revision, and in subsequent years the reduced figures from the previous year.

In the past, the following approximate percentage working gas capacity losses have occurred each year in the storage caverns offered by Uniper Energy Storage:

Epe H-Gas:	1.00 %
Epe L-Gas:	1.00 %
Etzel EGL:	1.00 %
Etzel ESE:	2.00 %

#### **4. Injection and Withdrawal Periods; Requirements for Mode of Operation**

**As a rule, firm storage capacities are made available for a whole year (no firm injection and withdrawal periods).**

If necessitated by mining authority restrictions and/or technical safety or the need to maintain the long-term technical performance of a storage facility, Uniper Energy Storage

shall be entitled to impose a given mode of operation (mandatory mode of operation) on the storage customers. This includes in particular requirements for the replenishment of storage facilities following a complete working gas withdrawal.

Restrictions currently apply in the following storage facilities:

- To ensure the technical safety of the storage facility, a number of caverns (currently Epe H, Epe L, Etzel EGL and Etzel ESE) are subject to mining authority requirements by which a certain absolute minimum gas pressure must be maintained in the cavern and/or the gas may only fall below certain pressure for a limited period of time. If these official requirements risk being breached, a rapid injection is necessary and/or withdrawal is not possible.
- In porous storage facilities, it may also be necessary to avoid lengthy downtimes after the end of a withdrawal or injection phase so as to prevent the storage facility's performance figures from being permanently impaired. This currently affects the Bierwang and 7Fields facilities.
- Further details about existing mining authority restrictions and possible obligations in respect of a particular mode of operation for a given storage facility may be obtained from Uniper Energy Storage at any time when available capacities are offered in that storage facility.

If restrictions in the mode of operation of the storage facility become necessary for any of the above reasons, Uniper Energy Storage will limit this to a minimum and continue to afford the storage customer the greatest possible flexibility. Uniper Energy Storage will communicate the restrictions to all customers who have contracted working gas capacity in the affected storage facility, and invite them to make the necessary injections or withdrawals within a certain timeframe pro rata their contracted working gas capacities. If the storage customer does not comply with this invitation, Uniper Energy Storage may make the necessary injections or withdrawals itself. In this case, the storage customer shall be obliged to acquire injected natural gas quantities at a price of 110 % of the reference price (purchase) of Uniper Energy Storage.

## **5. Changeover and Startup Times**

When nominating gas quantities, allowance must be made for lead times for the change of operating mode of an underground storage facility (starting up the facility and changing over from injection to withdrawal and vice versa); Uniper Energy Storage or the UST

service provider will advise the storage customer of these lead times as part of the nomination procedure.

If Uniper Energy Storage is able to achieve times less than the maximum times given below for a change of operating mode that is demanded by the storage customer, Uniper Energy Storage will waive compliance with the startup and changeover times.

Startup time from 0 to injection:	4 h
Startup time from 0 to withdrawal:	4 h
Changeover from injection to withdrawal:	8 h
Changeover from withdrawal to injection:	8 h

## **6. Short-term trading with storage capacities**

For contracts concluded pursuant to Article 2a, the storage customers' curves will be adjusted for the term of the contract in accordance with the reduced or additional storage capacities. For the term of the contract concluded pursuant to Article 2a, the Technical Framework Conditions and Nomination Rules shall apply to the adjusted storage curves.

## Annex IV: Price Sheet

### All prices on this Price Sheet are net and relate to the 2024/25 storage year

Storage contracts can be concluded with Uniper Energy Storage at any time regarding the storage fees listed below, if there is sufficient free storage capacity. Moreover, Uniper Energy Storage will repeatedly offer products, e.g. with index price formulas, using auction procedures. You can find more information about these products on our storage portal at <https://storage-portal.uniper.energy>.

#### I Storage fee for annual products (firm capacity)

Storage facility	Fee per storage bundle*	Fee for unbundled withdrawal rate	Fee for unbundled working gas capacity	Fee for unbundled injection rate	Working gas capacity per storage bundle*	Injection rate per storage bundle*
	in €	in € per MWh/h	in € per GWh	in € per MWh/h	in GWh	in MWh/h
Epe L-Gas	78,099.00	3,124.00	5,158.00	8,437.00	5.00	2.50
Epe H-Gas	94,835.00	3,793.00	4,170.00	8,540.00	7.50	3.00
Etzel EGL	94,835.00	3,793.00	3,133.00	7,682.00	10.00	3.33
Etzel ESE	87,065.00	3,483.00	2,873.00	7,059.00	10.00	3.33
Bierwang	105,992.00	4,240.00	2,334.00	6,299.00	15.00	4.55
7Fields D	105,992.00	4,240.00	2,334.00	6,299.00	15.00	4.55
Breitbrunn	133,884.00	5,355.00	2,206.00	6,506.00	20.00	5.56
7Fields E	133,884.00	5,355.00	2,206.00	6,506.00	20.00	5.56

\* The withdrawal rate for each storage bundle is 10 MWh/h. The working gas capacity and the injection rate per bundle for the individual storage facilities are given in the two right-hand columns in the above table.

The **prices for storage bundles** break down as follows: 40 % of the price is for the withdrawal rate, 33 % is for the working gas capacity and 27 % is for the injection rate. The **prices for the unbundled components** are derived from the bundle prices based on these percentage rates.

The **prices for interruptible capacity** are 60% of the prices for firm storage capacity.

**II Special terms and conditions for the storage year 2024/2025**

None.

**III Fee for variable costs (Article 4 of General Terms and Conditions)**

90.53 €-Cents per MWh of injected working gas

**IV Fee for contracts over several years**

A long-term discount is granted for contract terms of 3 years and more. For all storage facilities, this discount is 3 per cent for a term of 3 years and rises by a further 1 per cent for each additional full year up to a maximum of 15 per cent.

The long-term discount is allowed on the annual storage fee and the annual system service fee but not on the fee for variable costs.

A long-term discount will also only be allowed for storage capacities that are contracted continuously for the entire contract term.

**V Fee for system services (Article 3 of General Terms and Conditions)**

**Per storage facility per year:** € 14,628 including all changes in the annual contract

## **VI Revision of the annual storage fee, the annual system service fee and the fee for variable costs for annual product contracts**

The fees quoted in this Price Sheet are for the 2024/25 storage year. In the case of storage contracts for subsequent storage years, fees will be revised annually with effect from the beginning of the storage year (06.00 hours on 1 April) according to the following formulas:

### **Annual storage fee revision formula:**

$$E_t = (0.75 + 0.25 \times L_t/L_0) \times E_0$$

Key to variables used in the above price formula:

$E_t$ : the annual storage fee payable by the storage customer for the respective storage year

$E_0$ : basic fee for the annual storage fee agreed in the storage contract

$L_t$ : index published by the Statistisches Bundesamt (German Federal Statistical Office) for the monthly pay-scale salaries without special payments (“tarifliche Monatsverdienste ohne Sonderzahlungen”) for employees in the energy supply industry (available at [www.destatis.de](http://www.destatis.de), GENESIS Online, Statistics Code 62221-0001) for the full calendar year preceding the particular new storage year

$L_0$ : index published by the Statistisches Bundesamt (German Federal Statistical Office) of the monthly pay-scale salaries without special payments (“tarifliche Monatsverdienste ohne Sonderzahlungen”) for employees in the energy supply industry (available at [www.destatis.de](http://www.destatis.de), GENESIS Online, Statistics Code 62221-0001) for the base year defined in the particular storage contract

### **Annual system service fee revision formula:**

$$S_t = (L_t/L_0) \times S_0$$

Key to variables used in the above price formula:

$S_t$ : the annual system service fee payable by the storage customer for the particular storage year

$S_0$ : basic fee for the annual system service fee agreed in the storage contract

$L_t$ : see above

$L_0$ : see above

### **Fee for variable costs revision formula:**

$$V_t = (0.8 \times G_t/G_0 + 0.2 \times L_t/L_0) \times V_0$$

Key to variables used in the above price formula:

$V_t$ : fee for variable costs payable by the storage customer in the particular storage year

$V_0$ : basic fee for variable costs agreed in the storage contract

$G_t$ : the producer price index for industrial products in the energy supply sector published by the Statistisches Bundesamt (Federal Statistical Office) (available at [www.destatis.de](http://www.destatis.de), GENESIS Online, statistics code 61241-0003 GP09-35) for the full calendar year preceding the particular new storage year

$G_0$ : the producer price index for industrial products in the energy supply sector published by the Statistisches Bundesamt (Federal Statistical Office) (available at [www.destatis.de](http://www.destatis.de), GENESIS Online, statistics code 61241-0003 GP09-35) for the base year defined in the particular storage contract

$L_t$ : see above

$L_0$ : see above

If the index values given in the price revision formulas are no longer published, they shall be replaced by the published index values that closest approximate to these index values. The same applies if the publications are no longer made by the Statistisches Bundesamt (German Federal Statistical Office).

**Base year:**

In the case of all newly signed storage contracts, the 2007 calendar year is the base year for the price revision formulas.

**Basic fees for annual storage fee:**

In the case of all newly signed contracts, the basic fees for revision of the annual storage fee are as follows:

Storage facility	Fee per storage bundle*	Fee for unbundled withdrawal rate	Fee for unbundled working gas Capacity	Fee for unbundled injection rate	Working gas capacity per storage bundle*	Injection rate per storage bundle*
	in €	in € per MWh/h	in € per GWh	in € per MWh/h	in GWh	in MWh/h
Epe L-Gas	70,000	2,800.00	4,623.00	7,562.00	5.00	2.50
Epe H-Gas	85,000	3,400.00	3,738.00	7,654.00	7.50	3.00
Etzel EGL	85,000	3,400.00	2,808.00	6,885.00	10.00	3.33
Etzel ESE	78,036	3,122.00	2,575.00	6,327.00	10.00	3.33
Bierwang	95,000	3,800.00	2,092.00	5,646.00	15.00	4.55
7Fields D	95,000	3,800.00	2,092.00	5,646.00	15.00	4.55
Breitbrunn	120,000	4,800.00	1,977.00	5,831.00	20.00	5.56
7Fields E	120,000	4,800.00	1,977.00	5,831.00	20.00	5.56

**Basic fee for annual system service fee:**

The basic fee for revision of the annual system service fee is € 10,000.

**Basic fee for variable costs:**

The basic fee for revision of the fee for variable costs is 42.00 €-Cents per MWh of injected working gas.



## **VII Storage contracts for parts of a storage year**

Storage contracts may also be concluded for parts of a storage year as set out below.

- (a) For storage contracts for firm and/or interruptible storage capacities concluded for parts of a storage year, the annual storage fees detailed in Section I of this Price Sheet, the fees for variable costs detailed in Section III of this Price Sheet and the fees for system services detailed in Section V of this Price Sheet will, as a rule, apply. However, for each full storage month of the storage year not covered by the contract term, a discount of 1/12 of the annual storage fee will be allowed on the annual storage fee and a discount of 1/12 of the system services fee will be allowed on the system services fee. The foregoing shall be without prejudice to Article 3, Paragraph 2 of the GTCS. Nevertheless, storage capacities can, as a rule, only be contracted for parts of a storage year if the contract period continues until the end of the relevant storage year ("**Incomplete Year**"), unless Uniper Energy Storage has, by way of exception, accepted a different contract duration.
- (b) On account of not being a full storage year, an Incomplete Year will not be considered when calculating a long-term discount.
- (c) **General provisions:** Storage contracts for parts of a storage year pursuant to subsections (a) and (b) above can - depending on the availability of storage capacities - as a rule not be made until the start of the relevant storage year, unless Uniper Energy Storage has, by way of exception, selected and generally communicated an earlier point in time.

Storage fees and fees for system services for storage capacities contracted for parts of a storage year are split proportionally among the relevant months of the relevant part of the storage year.

## **VIII Fee for transfers of working gas quantities in accordance with Article 8 Paragraph 4**

The fee for the transfer of working gas quantities between two working gas accounts in accordance with Article 8 Paragraph 4 shall be 0.5 €-Cents per MWh of working gas transferred, or at least € 500 as a minimum charge.

A separate fee will be charged for each individual transfer of working gas quantities from one specific working gas account to another specific working gas account. This shall also apply to transfers between different working gas accounts of the same storage customer pursuant to Article 8 Paragraph 4, Letter a) (3). If the same hourly amount of working gas is transferred during each hour of a continuous time period from one specific working gas account to another specific working gas account, where the time period and the hourly amount are determined in advance, this shall be deemed one transfer.

As a rule, the fee will be charged to the storage customer from whose working gas account the working gas quantities have been transferred to the other account. If and to the extent that a third party is entitled in accordance with Article 22 Paragraph 1 to exercise the rights under the storage contract, the fee payable to Uniper Energy Storage for the transfer of working gas quantities from the working gas account of the third party to another working gas account shall be owed by the storage customer who entitled the third party to exercise the rights. In the case of Article 8 Paragraph 4, Letter a) (2), the fee payable to Uniper Energy Storage shall be owed by the storage customer also for transfers of working gas quantities to his working gas account. The same shall apply in cases of Article 8 Paragraph 4., Letter a) (3) if the storage customer makes a transfer of working gas quantities from his working gas account with another storage company in the same storage facility to his working gas account with Uniper Energy Storage.

## **Annex V: Use of storage facilities with access to different market areas**

The provisions of this Annex V shall only apply to storage contracts for storage capacities in such storage facilities of Uniper Energy Storage which in addition to their connection to the German market area “Trading Hub Europe” (THE) also provide access to the market of a neighbouring country and for which Uniper Energy Storage has concluded an agreement with the respective adjacent network operator for demonstrating compliance with the requirements set out in the determination BK9-19/610 (“REGENT 2021”) of the Federal Network Agency (hereinafter referred to as “**Determination**”). In this context, Uniper Energy Storage is required to keep separate working gas sub-accounts (discounted/non-discounted) for its storage customers.

These requirements currently only apply to the 7Fields storage facility (access to the THE market area (Germany) and the Eastern Market Area (Austria)<sup>1)</sup> and the Etzel ESE storage facility (access to the THE (Germany) and TTF (Netherlands)<sup>2)</sup> market areas).

On the basis of the Determination, the network operators offer both discounted and non-discounted transport capacities at the storage connection points of the 7Fields and Etzel ESE storage facilities in Germany. Exit or entry capacity of the network operator at the storage connection point which is priced at a discounted fee according to the requirements of the Determination is referred to below as “**discounted transport capacity**”, and exit or entry capacity of the network operator at the storage connection point which is not priced at a fee that is discounted in the above sense is referred to as “**non-discounted transport capacity**”.

The following provisions of this Annex V govern the opening and use of the relevant working gas sub-accounts.

### **1. Opening working gas sub-accounts**

1.1 For the German market area THE (also referred to as “**domestic market area**”) Uniper Energy Storage shall open for the storage customer one “**non-discount account**” and one “**discount account**”. These working gas sub-accounts shall be opened irrespective of any conclusion of the supplemental agreement on the use of the storage connection point in the foreign market area.

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<sup>1</sup> Access to the Eastern Market Area requires the signing of a supplemental agreement on the use of transport services in Austria.

<sup>2</sup> Access to the TTF market area requires the signing of a separate agreement between storage customer and Uniper Energy Storage.

1.2 With the exception of the cases governed by Section 4 and Section 5.7, transfers between the discount account and the non-discount account (in both directions) shall be excluded.

1.3 Transfers pursuant to GTCS Article 8 Paragraphs 4 and 5 between working gas sub-accounts of different storage customers may only be made between the discount accounts or between the non-discount accounts of these storage customers.

## 2. **Use of the working gas sub-accounts**

2.1 In terms of amount, the working gas sub-accounts opened for the storage customer in a storage facility according to Section 1, together with any working gas account of a foreign market area which may also have been opened for the storage customer in that storage facility, shall be limited by the working gas capacity available overall for the storage customer in the storage facility concerned. The storage customer is responsible for ensuring that the balance on all working gas sub-accounts of the storage facility concerned, together with any existing working gas account of a foreign market area, at no time cumulatively exceeds its total available working gas capacity in the storage facility concerned.

2.2 Special losses as defined by GTCS Article 1 No. 19 that have accrued to the storage customer shall be apportioned pro-rata among all working gas sub-accounts of the storage customer in the storage facility concerned. Any existing working gas account of a foreign market area shall be included in the pro-rata apportioning. Such pro rata apportioning shall reflect the ratio of the working gas balances stated on such accounts at the time when such special losses occur.

2.3 The injection and withdrawal rate that is available to the storage customer for the respective take-over and return point is not bound to the discounted or non-discounted transport capacity but can be used at the take-over and return point concerned together with any transport capacity available to the storage customer.

2.3.1 The storage customer shall ensure that the total withdrawal rate which it cumulatively uses during a given hour at all return points of the storage facility does not overrun the total value which is available to it according to its individual withdrawal curves based on its current working gas withdrawal at the particular time. It shall also ensure that the total injection rate which it cumulatively uses during a given hour at all take-over points of the storage facility does not overrun the total value which is available to it according to its individual injection curves based on its current working gas content at the particular time.

2.3.2 If the storage customer's injection and/or withdrawal nominations cumulatively overrun its injection and/or withdrawal rate available in the respective hour, then Uniper Energy Storage shall be entitled under GTCS Article 10 Paragraph 2, but not obliged, to reduce those nominations of the storage customer that are affected. This reduction shall be applied pro-rata the affected nominations. If the storage customer has made several nominations for a take-over and/or return point (e.g. with several network operators or for discounted and non-discounted transport capacity), then these will be considered separately. This shall not affect the storage customer's re-nomination options as set out in GTCS Annex II.

The foregoing applies mutatis mutandis in the event of interruptions or restrictions according to GTCS Article 18.

2.3.3 In so far as any supplemental agreement concluded by the storage customer for the use of the take-over and return point in the foreign market area contains provisions governing the reduction of nominations in the event of the injection and/or withdrawal rate being exceeded, then these provisions shall be unaffected and shall take precedence over the provisions of Section 2.3.2 so far the take-over and return point in the foreign market area is concerned.

### 3. Allocation of gas quantities

3.1 The gas quantities injected from or withdrawn into the domestic market area shall be allocated to the storage customer's working gas sub-accounts according to the following provisions.

3.2 The network operators or market area managers will establish specifically marked balancing groups [*“besonders gekennzeichnete Bilanzkreise”*] with separate balancing group codes for non-discounted transport capacity (referred to below as **“balancing group for non-discounted capacities”**). There are also balancing groups that are not specifically marked balancing groups for non-discounted transport capacities (referred to below as **“normal balancing group”**).

Non-discounted transport capacity can be included exclusively in a balancing group for non-discounted capacities, discounted transport capacity exclusively in a normal balancing group.

The storage customer shall observe these requirements on its own responsibility in its dealings with Uniper Energy Storage.

3.3 Upon injection or withdrawal, working gas quantities of the storage customer that are

- a. injected from a normal balancing group are allocated only to a discount account,
  - b. injected from a balancing group for non-discounted capacities are allocated only to a non-discount account,
  - c. withdrawn from a discount account are in principle transferred to a normal balancing group, or, in cases of Section 5.3, to a balancing group for non-discounted capacities, and
  - d. withdrawn from a non-discount account are in principle transferred to a balancing group for non-discounted capacities, or, in cases of Section 5.2, to a normal balancing group, provided that the withdrawn quantities are provably withdrawn back into the original market area.
- 3.4 The provisions of this Section 3 apply exclusively to injections and withdrawals at storage connection points of the domestic market area.

#### **4. Transfers involving accounts of foreign market areas**

- 4.1 If, on the basis of a supplemental agreement, the storage customer has the possibility of using a take-over and return point located in the market area of a neighbouring country and thus the possibility of injection from and withdrawal to such foreign market area, the storage customer may transfer gas quantities from the non-discount account of the domestic market area to the working gas account of the foreign market area. In such case the gas quantities shall be debited against the non-discount account of the domestic market area and simultaneously (i.e. within the same hour) the same amount of gas quantities shall be credited to the working gas account of the foreign market area.
- 4.2 The transfer will be based on of working gas quantities in kWh, regardless of any applicability of different calorific values (kWh/Nm<sup>3</sup>) at the various take-over and return points of the storage facility concerned.
- 4.3 Additional fees may be payable in the particular foreign market area for transfers; these additional fees are dealt with in the respective supplemental agreement on the use of the take-over and return point in the foreign market area and are not a matter for this Annex V.

4.4 A transfer from the discount account of the domestic market area to the working gas account of the foreign market area or from the working gas account of the foreign market area to the discount account or to the non-discount account of the domestic market area is excluded. Section 5.7 shall remain unaffected.

## **5. Fulfilment of withdrawal nominations**

5.1 If a withdrawal nomination made by the storage customer in the domestic market area exceeds the balance on the storage customer's working gas sub-account which is allocated to the transport capacity used (discounted or non-discounted), Uniper Energy Storage shall fulfil such withdrawal nomination in accordance with the following provisions.

5.2 If a withdrawal nomination with discounted transport capacity cannot be fully fulfilled from the discount account, withdrawal shall be made from the non-discount account to the extent required, provided that the relevant gas quantities have provably been injected from the domestic market area.

5.3 If a withdrawal nomination with non-discounted transport capacity cannot be fully fulfilled from the non-discount account, withdrawal shall be made from (i) the discount account or (ii) any working gas account of a foreign market area. The storage customer shall determine the priority of using these working gas sub-accounts in accordance with Section 5.5. Withdrawal shall, to the extent required, be performed primarily from the working gas sub-account with the higher priority. If the relevant withdrawal nomination cannot be completely fulfilled even by withdrawing from this working gas sub-account, withdrawal from the respective working gas sub-account with the lower priority shall be made to the extent still required.

5.4 If a withdrawal nomination in a foreign market area cannot be completely fulfilled from the working gas account of the relevant foreign market area, a withdrawal from the non-discount account of the domestic market area shall take place to the extent required.

5.5 The order in which the storage customer's working gas sub-accounts or working gas accounts of a foreign market area are to be debited in accordance with Section 5.3 shall be set down by the storage customer in a priority list to be handed to Uniper Energy Storage before the commencement of the storage contract. During the term of the storage contract, the storage customer may amend the priority list by giving Uniper Energy Storage advance written notice of ten (10) working days.

- 5.6 If the total working gas sub-accounts usable for withdrawal pursuant to Sections 5.2 to 5.4 do not have a sufficient working gas quantity, the withdrawal nomination cannot be fulfilled to the extent of the missing working gas quantity and shall be reduced to the maximum working gas quantity available to the storage customer for the withdrawal nomination concerned.
- 5.7 Invoicing [*Fakturierung*] in accordance with REGENT 2021 (marginal 558) can only be effected if the respective network operator in advance informs Uniper Energy Storage in writing of the working gas quantities, the direction of the transfer and the storage customer concerned. In this case, a transfer can be made from the discount account to the non-discount account of the domestic market area or the working gas account of the foreign market area to the discount account of the domestic market area.