



Storage Service Agreement

between

Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG
- EKB -

and

[__]

- the Storage User -



FORM OF AGREEMENT

This Storage Service Agreement is made this [__] day of [__] ("Execution Date")

Between:

ETZEL-KAVERNENBETRIEBSGESELLSCHAFT mbH & Co. KG, a company existing under the laws of Germany, registered in the commercial register of the local court Bremen under HRA 26458 ("EKB");

And

[__] ("the Storage User").

EKB and the Storage User are also referred to as a "Party" or together as "Parties".

§ 1 Contract Parts and Definitions

1.1 This Storage Service Agreement shall comprise the following documents:

PART A – THIS FORM OF AGREEMENT including its Appendices, and

PART B – THE GENERAL TERMS AND CONDITIONS ("GT&C"), as published by EKB on the Storage Website from time to time, including all GT&C Appendices.

1.2 In the event of inconsistencies between the documents forming this Storage Service Agreement, the precedence of the documents shall be as follows:

- (a) this Form of Agreement
- (b) GT&C Appendix II (operational rules)
- (c) GT&C main body
- (d) GT&C Appendices (except GT&C Appendix II).

1.3 Capitalized terms shall have the meaning as defined in this Form of Agreement and in the GT&C.

1.4 All references to Sections (or §§) or paragraphs of the GT&C, including the GT&C Appendices, in this Form of Agreement refer to the versions of the GT&C and each GT&C Appendix shown at the date of this Form of Agreement on the Storage Website and shall be read as references to those Sections or §§ as amended or renumbered in later versions of the main body of the GT&C and GT&C Appendices, as applicable.

§ 2 Capacity

2.1 EITHER [The Storage User has booked the Capacity Rights set out in the table in Appendix 1.] OR [As at the Execution Date the Storage User has not booked any Firm Capacity Rights but has entered into this Storage Service Agreement in order to be

able to use Interruptible Capacity Rights and to take Capacity Transfers and Capacity Assignments from other Storage Users.]

- 2.2 In the event that the Storage User books [more]/[any] Firm Capacity Rights from EKB under this Storage Service Agreement that are not Firm Short Term Capacity Rights, then Appendix 1 shall be amended accordingly to reflect such bookings.
- 2.3 Appendix 1 shall not require an amendment to reflect the booking of any Firm Short Term Capacity Rights by the Storage User or any Capacity Transfers or Capacity Assignments.
- 2.4 Any Booked Capacity Rights may change in accordance with the rules set forth under the GT&C.

§ 3 Term

- 3.1 The "**Storage Term**" for each Booked Capacity Right (other than a Firm Short Term Capacity Right) is set out in the column headed "Storage Term" in Appendix 1 and the "**Storage Term**" for each Firm Short Term Capacity Right shall be as agreed with EKB at the time such Firm Short Term Capacity Right is booked.
- 3.2 This Storage Service Agreement shall become effective on the Execution Date and shall expire at [the later of (i) 0600 hours on [●] or (ii)] the end of the Storage Year during which the Storage Term with the latest expiry date ends, unless it is terminated before such date in accordance with the GT&C.

§ 4 Unit Tariffs for Firm Capacity Rights

- 4.1 The Unit Tariffs that the Storage User shall pay per Storage Year for Firm Capacity Rights booked under this Form of Agreement are set out in Appendix 1.
- 4.2 If at any time the Storage User books Firm Short Term Capacity Rights, it shall pay the Unit Tariff(s) agreed with EKB at the time such Firm Short Term Capacity Rights are booked. EKB shall confirm any such bookings and the applicable Unit Tariff(s) to the Storage User in writing.

§ 5 BEATE Regulation

- 5.1 On 24 March 2015, the German Federal Network Agency (*Bundesnetzagentur*) issued resolution BK9-14/608 regarding rebated and non-rebated entry and exit capacity tariffs at the connection points between gas storages and gas transport networks ("BEATE"). According to BEATE, the operators of gas transport networks shall offer rebated and non-rebated exit and entry capacity tariffs for the injection and withdrawal of natural gas into and from gas storages. In case of gas storages that are connected to more than one market area or to a market of another country, the network operators shall offer rebated capacity tariffs only if certain restrictions set out in BEATE are observed.
- 5.2 As the Storage Facility is connected to more than one gas market, namely the German market area Gaspool (Connection Points GUD and Jordgas), the German market area NCG (Connection Point OGE) and the Dutch market (GTS Connection Point), the Adjacent Network Operators in Germany will only offer rebated capacity tariffs if EKB undertakes to observe the restrictions set out in BEATE.
- 5.3 EKB has entered into agreements with the Adjacent Network Operators in Germany under which EKB undertakes to observe the BEATE restrictions. EKB consequently requires the Storage User to abide by the restrictions and consequences that will follow from such agreements and BEATE on the usage of the Storage Facility. The Parties, therefore, agree that the usage of the Storage Facility by the Storage User is subject to the terms and conditions set out in Appendix 2 which shall, so far as necessary, amend the GT&Cs and the GT&C Appendices.
- 5.4 EKB shall be entitled to amend Appendix 2 without consent of the Storage User if and to the extent such amendment is required to reflect changes to BEATE or to the agreements between EKB and the Adjacent Network Operators which implement the BEATE restrictions.
- 5.5 EKB shall at any time be entitled to disapply Appendix 2 for good cause by giving at least two weeks prior notice to the Storage User. A good cause shall exist, in particular, if BEATE is no longer applicable or if an Adjacent Network Operator terminates the agreement concluded with EKB to implement the BEATE restrictions. EKB shall also inform the Storage User without undue delay (*unverzüglich*) if an Adjacent Network Operator terminates the agreement concluded with EKB, including the reason (if known to EKB) why the Adjacent Network Operator terminated the agreement. If the Adjacent Network Operator has terminated the agreement with a shorter notice period than two weeks, EKB shall be entitled to disapply Appendix 2 with the same (shorter) notice period. The Storage User acknowledges that after disapplying Appendix 2 EKB

will no longer be obliged to establish different Working Gas accounts of the Storage User and, as a consequence, the Adjacent Network Operators will no longer offer rebated entry and exit capacity tariffs at the Connection Points between the Adjacent Networks and the Storage Facility. The Storage User agrees that any such non-availability of rebated entry and exit capacity tariffs shall not entitle the Storage User to terminate the Storage Service Agreement.

- 5.6 The liability of EKB vis-á-vis the Storage User in connection with its obligations set out in Appendix 2 shall be limited to gross negligence (*grobe Fahrlässigkeit*). In particular, EKB shall not be liable for losses of the Storage User resulting from the non-availability of rebated entry and exit capacity tariffs in the Adjacent Networks unless such non-availability was caused by grossly negligent acts or omissions of EKB.
- 5.7 The Storage User's liability vis-á-vis EKB in connection with its obligations set out in Appendix 2 shall also be limited to gross negligence (*grobe Fahrlässigkeit*). In particular, the Storage User shall not be liable vis-á-vis EKB for losses resulting from a termination of the agreements concluded between EKB and the Adjacent Network Operators to implement the BEATE restrictions unless grossly negligent acts or omissions of the Storage User were the reason for such contract termination.
- 5.8 In any event, the liability of either Party in connection with their obligations set out in Appendix 2 shall be limited to the reasonably foreseeable damage.

§ 6 [Credit Support]

- 6.1 In accordance with § 19.1 of the main body of the GT&C, EKB has exercised its rights to require the Storage User to provide the following Credit Support as at the Execution Date: [].
- 6.2 Such demand is without prejudice to EKB's rights to require the Storage User to provide further Credit Support at future dates in accordance with § 19 of the main body of the GT&C.]

§ 7 Notices

- 7.1 Unless otherwise provided for with respect to particular information, written notices to the Storage User shall be made to the following address:
[]

Facsimile: [__]

- 7.2 Unless otherwise provided for with respect to particular information, written notices to EKB shall be made to the following address:

Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG
Konsul-Smidt-Str. 14
28217 Bremen / Germany

Facsimile: +49 421 / 989898-98

- 7.3 Each Party shall give at least five days' advance written notice to the other Party in the event that its address or facsimile details change. A change of address or facsimile details shall take effect upon receipt by the other Party and shall not be subject to the provisions governing amendments to this Storage Service Agreement.
- 7.4 Each Party shall notify from time to time the other Party their updated contact details for operations and invoicing.

§ 8 Amendments to the Storage Service Agreement

- 8.1 Any amendment to this Form of Agreement, including an amendment to Appendix 1 or a mutually agreed amendment to Appendix 2, shall be in writing and signed by both Parties.
- 8.2 A unilateral amendment to Appendix 2 in accordance with §§ 5.4 or 5.5 of this Form of Agreement by EKB (including a decision of EKB to disapply Appendix 2) shall not require signature of the Storage User. In such case, EKB shall send by registered mail or courier an amended version of Appendix 2 to the Storage User.



[__]

Etzel-Kavernenbetriebsgesellschaft
mbH & Co. KG

Date:

Date:

Name:

Name:

Title:

Title:

Signature:

Signature:

Appendix 1

Booked Capacity Rights and Unit Tariffs

The Storage User has booked the following Capacity Rights for the Storage Terms specified in the "Storage Term" column of the table:

Storage Term	SBUs	Booked Unbundled Working Gas Volume in GWh	Booked Unbundled Injection Capacity in MWh/h	Booked Unbundled Withdrawal Capacity in MWh/h	Unit Tariff for each Booked SBU in EUR	Unit Tariff for each GWh of Booked Unbundled Working Gas Volume in EUR	Unit Tariff for each MWh/h of Booked Unbundled Injection Capacity in EUR	Unit Tariff for each MWh/h of Booked Unbundled Withdrawal Capacity in EUR

Appendix 2

I. Working Gas Accounts

- I.1 EKB has established two separate working gas accounts of the Storage User for each Adjacent Network (each a "**Working Gas Account**" or "**WGA**"). One of the two Working Gas Accounts for each Adjacent Network shall be used for Working Gas that is injected or withdrawn where such injection or withdrawal is allocated to a Standard Balancing Group in the Adjacent Network (each a "**Rebate Working Gas Account**") and the other Working Gas Account shall be used for Working Gas injected or withdrawn where such injection or withdrawal is allocated to a Special Balancing Group (each a "**Non-Rebate Working Gas Account**"). Thus, EKB has established in total eight Working Gas Accounts of the Storage User, namely:
- (a) Non-Rebate Working Gas Account for the GTS System ("**GTS Non-Rebate Account**"),
 - (b) Rebate Working Gas Account for the GTS System ("**GTS Rebate Account**"),
 - (c) Non-Rebate Working Gas Account for the GUD NETRA System ("**GUD Non-Rebate Account**"),
 - (d) Rebate Working Gas Account for the GUD NETRA System ("**GUD Rebate Account**"),
 - (e) Non-Rebate Working Gas Account for the OGE NETRA System ("**OGE Non-Rebate Account**"),
 - (f) Rebate Working Gas Account for the OGE NETRA System ("**OGE Rebate Account**"),
 - (g) Non-Rebate Working Gas Account for the Jordgas NETRA System ("**Jordgas Non-Rebate Account**"), and
 - (h) Rebate Working Gas Account for the Jordgas NETRA System ("**Jordgas Rebate Account**").
- I.2 A "**Standard Balancing Group**" is a balancing group in respect of an Adjacent Network for natural gas for which either a rebated or a non rebated capacity tariff has been paid and a "**Special Balancing Group**" is a balancing group in respect of an Adjacent Network for natural gas for which only a non rebated capacity tariff has been paid and which has an identification flag for "undiscounted capacity tariff".

- I.3 The Storage User's Working Gas Balance shall be the sum of the natural gas balances of all Working Gas Accounts. At the date of this BEATE Agreement, the entire Working Gas Balance of the Storage User is booked to the GTS Non-Rebate Account.

- I.4 The Storage User shall from time to time be entitled to notify EKB via email and its Capacity Rights Account that all or part of its Working Gas Balance shall be re-allocated to other Working Gas Accounts. If EKB receives such notification by no later than 30 December 2015, 0600 hours, the transfer of the Storage User's Working Gas Balance to other Working Gas Accounts will not be subject to the restrictions set out in II below and will be free of charge. For notifications received after 30 December 2015, 0600 hours, transfers of the Storage User's Working Gas Balance between the Working Gas Accounts will be subject to the restrictions set out in II below and will be charged for in accordance with IV below.

II. Transfers of Gas between Working Gas Accounts

- II.1 The Storage User shall be entitled to notify EKB via its Capacity Rights Account that a specified quantity of its Working Gas shall be transferred from one of its Working Gas Accounts to another Working Gas Account.

- II.2 Any notice pursuant to § 0 must be given to EKB by no later than 0600 hours on the Gas Day that is one Gas Day before the Gas Day on which the Gas Transfer is proposed to take place.

- II.3 Transfers between different Rebate Working Gas Accounts and transfers between Non-Rebate Working Gas Accounts are permitted whereas transfers between a Rebate Working Gas Account and a Non-Rebate Working Gas Account (and vice versa) are not permitted.

- II.4 In case of Gas Transfers pursuant to § 18 of the main body of the GT&C, the Working Gas will always be credited to the Working Gas Account of the transferee Storage User which corresponds to the Working Gas Account of the transferor Storage User from which the Working Gas is taken (i.e. Working Gas transferred from a Rebate Working Gas Account will always be credited to a Rebate Working Gas Account and Working Gas transferred from a Non-Rebate Working Gas Account will always be credited to a Non-Rebate Working Gas Account and in each case to the Working Gas Account which is allocated to the same Adjacent Network). Thus, the Storage User agrees that, in addition to the notifications to be given in accordance with GT&C Appendix VI and § 18 of the main body of the GT&C, both the transferor and the transferee of the



Working Gas must notify EKB of the Working Gas Accounts from and to which the natural gas shall be transferred.

III. Shipper Codes, Nominations and Renominations, Forecasts

- III.1 The Storage User must make separate Nominations and Renominations for natural gas to be injected to or withdrawn from the Standard Balancing Group and for natural gas to be injected to or withdrawn from the Special Balancing Group in the same Adjacent Network and the Storage User must ensure that the Shipper Code provided by it in such Nomination or Renomination is correct. The Storage User shall notify EKB prior to using a new Shipper Code in any such Nomination or Renomination via its Capacity Rights Account of whether the Shipper Code is allocated to a Standard Balancing Group or a Special Balancing Group. If the Storage User fails to make such notification, EKB will assume that the Shipper Code is allocated to a Special Balancing Group.
- III.2 The Storage User acknowledges that Working Gas injected into the Storage Facility (i) from a Standard Balancing Group in an Adjacent Network may only be allocated to the Rebate Working Gas Account assigned to the relevant Adjacent Network and (ii) from a Special Balancing Group in an Adjacent Network may only be allocated to the Non-Rebate Working Gas Account assigned to the relevant Adjacent Network.
- III.3 The Storage User acknowledges that Working Gas to be withdrawn from the Storage Facility and (i) to be allocated to a Standard Balancing Group in an Adjacent Network may only be withdrawn from the Rebate Working Gas Account assigned to the relevant Adjacent Network and (ii) to be allocated to a Special Balancing Group in an Adjacent Network may only be withdrawn from the Non-Rebate Working Gas Account assigned to the relevant Adjacent Network.
- III.4 In addition to the total Forecast Working Gas Balance, EKB shall at each time it calculates the Storage User's Forecast Working Gas Balance also calculate a forecast balance for each Working Gas Account based on the same method as it calculates the Forecast Working Gas Balance (each a "**Forecast WGA Balance**"). If the Storage User makes a Nomination or Renomination for any Hour that would result in it withdrawing from a Working Gas Account more than the relevant Forecast WGA Balance, then EKB shall, to the extent necessary to prevent such event, first (i) transfer Working Gas to the affected Working Gas Account from another Working Gas Account in accordance with the priority matrix submitted by the Storage User to EKB via its Capacity Rights Account pursuant to § 0 and (ii), if such transfer of Working Gas is not permitted or insufficient, reduce all Interruptible Nominations and Interruptible Re-

nominations of the Storage User for withdrawal from the affected Working Gas Account (if necessary to zero (0)) and, (iii) if this is not sufficient, reduce all Firm Nominations and Firm Renominations of the Storage User for withdrawal from the affected Working Gas Account (if necessary to zero (0)).

- III.5 The Storage User shall submit to EKB via its Capacity Rights Account a priority matrix for transfers of Working Gas to a Working Gas Account with an insufficient Forecast WGA Balance to enable the withdrawal of Working Gas from such Working Gas Account pursuant to § 0. The Storage User is entitled to update the priority matrix from time to time via its Capacity Rights Account with an advance notice of at least one full Gas Day. Such update will become effective with the start of the Gas Day notified by the Storage User (but not earlier than the start of the Gas Day that is two Gas Days after the Gas Day on which the Storage User submitted the update to EKB).

IV. Fees for Transfers of Gas between Working Gas Accounts

- IV.1 The Storage User acknowledges that the Adjacent Network Operators will in certain circumstances charge EKB fees for transfers of Working Gas between Rebate Working Gas Accounts of the Storage User ("Transfer Fees"). According to BEATE, EKB is obliged to pay the Transfer Fees to the Adjacent Network Operators. The Storage User agrees to indemnify EKB for the Transfer Fees plus value added tax, if applicable, payable by EKB to the Adjacent Network Operators in respect of such transfers of the Storage User's natural gas (including for automatic transfers made by EKB in accordance with § 0).
- IV.2 If Working Gas is transferred from a Rebate Working Gas Account to the Rebate Working Gas Account of another Adjacent Network that is not within the same market area:
- (a) the operator of the Adjacent Network in Germany from which the gas was injected into the Storage Facility will charge a "Transfer Fee (Exit)" and
 - (b) the operator of the second Adjacent Network in Germany into which the natural gas was delivered will charge a "Transfer Fee (Entry)".
- IV.3 The matrix attached as Annex 1 to this BEATE Agreement shows which transfers of Working Gas between Rebate Working Gas Accounts will trigger the payment of Transfer Fees.

- IV.4 EKB shall calculate for each Hour in a Month the Working Gas quantity allocated as injected or withdrawn by the Storage User per Working Gas Account. EKB shall be entitled to provide this information to the Adjacent Network Operators in Germany. The allocation data will be used as a basis for the calculation of the Transfer Fees in each Month.
- IV.5 The Adjacent Network Operators will calculate the applicable Transfer Fees (Exit) and Transfer Fees (Entry) for each Month and inform EKB accordingly. EKB shall calculate the payments to be made by the Storage User for transfers of Working Gas between Rebate Working Gas Accounts in each Month on the basis of the Transfer Fees notified by the Adjacent Network Operators and the calculation method set out in BEATE.
- IV.6 EKB shall send an invoice to the Storage User by no later than the fifth (5th) day of each Month which shall detail the Transfer Fees to be paid by the Storage User in respect of the preceding Month. The Storage User shall pay the amount specified in the invoice on or before the later of the twentieth (20th) day of the Month in which the invoice is sent or twenty five (25) days after the date of despatch of the invoice by email. EKB shall be entitled to amend any invoice and send a reconciliation invoice to the Storage User if the Transfer Fees charged by the Adjacent Network Operators to EKB deviate from the amount set out in the invoice to the Storage User (e.g. in case of subsequent changes to the allocation of injections or withdrawals). §§ 5.6 to 5.8 of the main body of the GT&C shall apply to such invoices and reconciliation invoices. The Storage User shall be entitled to object to an invoice or reconciliation invoice if it believes there are errors in the calculation of the Transfer Fees.
- IV.7 If the Storage User is in arrears with the payment of Transfer Fees in two or more consecutive invoices sent by EKB in accordance with § 0, EKB shall be entitled to reject further transfers of Working Gas between Rebate Working Gas Accounts of the Storage User (including Gas Transfers and Nominations and Renominations that would result in such transfers pursuant to § 0) until such amounts are paid together with any applicable interest.

Annex I to Appendix 2

SOURCE ACCOUNT

	GTS [non-rebate]	GTS [rebate]	OGE [non-rebate]	OGE [rebate]	GUD [non-rebate]	GUD [rebate]	JORDGAS [non-rebate]	JORDGAS [rebate]
GTS [non-rebate]	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible
GTS [rebate]	Transfer not possible	No Transfer Fee	Transfer not possible	Transfer Fee Exit	Transfer not possible	Transfer Fee Exit	Transfer not possible	Transfer Fee Exit
OGE [non-rebate]	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible
OGE [rebate]	Transfer not possible	Transfer Fee Entry	Transfer not possible	No Transfer Fee	Transfer not possible	Transfer Fee Entry and Exit	Transfer not possible	Transfer Fee Entry and Exit
GUD [non-rebate]	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible
GUD [rebate]	Transfer not possible	Transfer Fee Entry	Transfer not possible	Transfer Fee Entry and Exit	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee
JORDGAS [non-rebate]	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee	Transfer not possible
JORDGAS [rebate]	Transfer not possible	Transfer Fee Entry	Transfer not possible	Transfer Fee Entry and Exit	Transfer not possible	No Transfer Fee	Transfer not possible	No Transfer Fee

TARGET ACCOUNT