

## **Storage Service Agreement**

**Nº** .....

between

**Erdgasspeicher Peissen GmbH**  
Magdeburger Straße 23  
06112 Halle

(hereinafter referred to as the "**Storage Service Provider**")

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "**Storage Customer**")

individually hereinafter referred to as the "Party" and collectively as the  
"Parties",



UGS KATHARINA  
Erdgasspeicher Peissen GmbH

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## **Preamble**

The Parties hereby confirm the entering into the following Storage Service Agreement (the "Agreement") including the respective valid version of its Annexes 1 – 3 and the Terms and Conditions for participating in Auction No. 2/2019 held by Erdgasspeicher Peissen GmbH via an Electronic Marketing Platform on August 1, 2019 (hereinafter: "T&C Online Auctions). Upon conclusion of this Agreement, the Storage Service Provider entitles the Storage Customer to utilize the Storage Capacities and the related Storage Services in the Katharina Natural Gas Storage Facility (the "Storage Facility") to the extent agreed herein.

## **1. General conditions**

Definitions assigned in this Agreement shall have the same meaning as defined in the Storage Access Conditions (Annex 1 of this Agreement) and/ or in the T&C Online Auctions unless otherwise defined herein or unless the context requires otherwise. For the purpose of clarification the term Storage Capacities and Storage Facility may include Working Gas Volume or Working Gas for injection and withdrawal that is stored in caverns outside the Katharina Natural Gas Storage Facility within caverns (Caverns 130 and 132) leased by Erdgasspeicher Peissen GmbH within UGS Bernburg of VNG Gasspeicher GmbH which are connected to Katharina Natural Gas Storage Facility and operated by the surface facilities of the Storage Facility.

## **2. Storage Services**

2.1. The Storage Customer agrees to contract the following Bundled Product (s) offered by the Storage Service Provider as "*Short- Term Agreement Prince - Pack Short-Term*" at the Storage Facility in accordance with the respectively valid Storage Specification (Annex 3 of this Agreement) and the related other Annexes as applicable on the date of conclusion of the Agreement at the Storage Fee stipulated herein.

2.2. The selected Bundled Product shall have the following parameters:

- *Bundled Product No.1 (also called “Lot 1”)* 
  - 4,787 Bundles
  - Storage Period: 01.02.2020, 06:00 CET/ CEST – 01.04.2021, 06:00 CET/ CEST
  
- *Bundled Product No.2 (also called “Lot 2”)* 
  - 4,805 Bundles
  - Storage Period: 01.09.2019, 06:00 CET/ CEST – 01.04.2021, 06:00 CET/ CEST
  
- *Bundled Product No.3 (also called “Lot 3”)* 
  - 4,792 Bundles
  - Storage Period: 01.04.2020, 06:00 CET/ CEST – 01.04.2021, 06:00 CET/ CEST
  
- *Bundled Product No.4 (also called “Lot 4”)* 
  - 4,558 Bundles
  - Storage Period: 01.04.2020, 06:00 CET/ CEST – 01.04.2021, 06:00 CET/ CEST
  - Start of storage period subject to possible postponement by 2 months

2.3. The Storage Service Provider has the right to postpone the First Utilization Day of the Storage Period in relation to Bundled Product No. 4 (also called “Lot 4”) by at maximum two months (to June 1, 2020) in case of non-availability of the Storage Capacities from the newly constructed Cavern 136 (currently under construction) resulting from technical, permit related and / or any other problems in the context of the necessary completion of such Cavern 136. In case of a delay in that context, the Storage Customer shall not be obliged to pay a Storage Fee pursuant to Article 3 as long as the Storage Capacities of Cavern 136 are not available. Any further claims by the Storage Customer in this context shall be excluded. Under uncertain but possible circumstances it may as well be – in case of an early completion of the First Fill Procedure of cavern 136 – that related capacities are available for earlier utilization than starting with April 1<sup>st</sup>, 2020.

In such case, as soon as EPG has certainty in relation to the possible start date, EPG may – in its sole discretion – propose an advanced start of the contractual period and the Storage Customer has the right to accept such proposal in its sole discretion.

### 3. Storage Fee

- 3.1. In accordance with the Storage Access Conditions (Annex 1 of this Agreement) and the Storage Specification (Annex 3), the Storage Customer is obliged to pay to the Storage Service Provider for the requested bundled Product described in Article 2 hereof a Storage Fee in EUR consisting of a Fixed Storage Fee and a Variable Storage Fee.
- 3.2. The Fixed Storage Fee amounts to ..... **EUR/1000 m<sup>3</sup>/year.**
- 3.3. The Variable Storage Fee amounts to 0,0033 EUR/m<sup>3</sup> for injected and 0,0033 EUR/m<sup>3</sup> for withdrawn gas quantities payable as prepayment subject to the General Determination Procedure for the Variable Storage Fee as displayed on EPG's website in its respective version.
- 3.4. Article 5.1 of the Storage Specification (Annex 3 of this Agreement) in relation to the adjustment of the Fixed Storage Fee shall apply.
- 3.5. All fees and prices mentioned in any applicable document are net fees and prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.
- 3.6. The Storage Service Provider invoices the Storage Customer in accordance with Article 24 of the Storage Access Conditions (Annex 1 of this Agreement) using contact details of the Storage Customer listed below:
  - Company:
  - Contact Person:
  - Street, No.:
  - Town, Postal Code, Country:
  - Fon:
  - e-mail:

3.7. The Storage Customer may modify its contact details subject to preliminary written notification of the Storage Service Provider.

#### **4. Term of the Agreement**

The Agreement shall become effective upon conclusion of the Agreement within an Auction pursuant to Article 4 T&C Online Auctions or outside an Auction pursuant to the provisions of Article 7 of the Storage Access Conditions (Annex 1 of this Agreement) and shall expire at the end of the Storage Period as clarified in Article 2.2. hereof.

#### **5. Operating of the Agreement**

The details of the operational application of the Agreement have been described in the Operating Agreement (Annex 2 of this Agreement).

#### **6. Severability Clause**

Should a provision of the Agreement (including its Annexes) or any other related documents be or become invalid or unenforceable, the validity of the remaining provisions of the Agreement (including its Annexes) or any other related documents shall not be affected thereby. In such case, the Parties agree to replace the invalid or unenforceable provision by a legally valid provision that

as closely as possible reflect the economic purpose and spirit of the invalid or unenforceable provision. Such replacement shall be applicable with effect from the date of invalidity or unenforceability of the invalid or unenforceable provision. This shall apply analogously if the Agreement (including its Annexes) or any other related document is incomplete.

#### **7. Precedence of the Agreement**

In case of deviations and/or contradictions between the provisions of the Agreement and the provisions of the Storage Access Conditions (Annex 1 of this Agreement) the provisions of the Storage Service Agreement shall prevail.

## 8. Integral parts of the Agreement

The respective valid versions of the following documents shall form an integral part of this Agreement:

- General Terms & Conditions of Access 4.0 - 01/04/2016 (Annex 1 of this Agreement),
- Operating Agreement 4.0 – 10/4/2016 (Annex 2 of this Agreement),
- Storage Specification 8.0 – 17/07/2019 (Annex 3 of this Agreement)

## 9. Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle, .....

....., .....

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name