



UGS KATHARINA  
Erdgasspeicher Peissen GmbH

Annex 2 to the Storage Service Agreement

## **Operating Agreement**

**Erdgasspeicher Peissen GmbH**

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

---

Date: 01/04/2016

Version: 4.0

---



UGS KATHARINA  
Erdgasspeicher Peissen GmbH

## Contents

|   |   |
|---|---|
| 1. <i>GENERAL TERMS</i> .....                             | 3 |
| 2. <i>COOPERATION</i> .....                               | 3 |
| 3. <i>COMMUNICATION TEST</i> .....                        | 4 |
| 4. <i>COMMUNICATION PATHS AND FORMATS</i> .....           | 5 |
| 5. <i>SWITCHING FROM CET TO CEST AND VICE VERSA</i> ..... | 6 |
| 6. <i>NOMINATION PROCEDURE</i> .....                      | 6 |
| 7. <i>ALLOCATION PROCEDURE</i> .....                      | 9 |



## **1. General terms**

1.1. This Operating Agreement shall form an integral part of the Storage Service Agreement as its Annex 2 and as amended from time to time. This Operating Agreement shall stipulate the terms and conditions of cooperation between the Storage Service Provider and the Storage Customer in executing the Storage Service Agreement.

The definitions and terms set out in Article 1 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement) shall apply accordingly if not otherwise defined herein or unless the context requires otherwise.

1.2. Any deviations or variations to the proceedings of this Operating Agreement shall only be effective upon the express written consent of the Storage Service Provider.

1.3. The Storage Service Provider shall warrant full 24-hour availability on each Storage Day. The Storage Service Provider shall be available via one particular phone number and, as far as possible, via a second communication path. In addition, the Storage Service Provider shall be able at any time to receive, submit and process any data required for the execution of the Storage Service Agreement.

1.4. The Storage Service Provider shall notify the Storage Customer of its Shipper Code separately.

## **2. Cooperation**

2.1. The Storage Service Provider and the Storage Customer shall notify each other of any obstacles impeding the execution of the Storage Service Agreement without undue delay.

2.2. Should the Storage Customer and/or the Storage Service Provider temporarily not be able to use the communication paths installed due to technical problems, the Contracting Parties shall install and use alternative communication paths. Both the Storage Customer and/or the Storage Service Provider shall immediately take any reasonable measures required to restore availability of the originally agreed communication paths.



- 2.3. In order to enable the exchange of information to be established, the Storage Customer shall notify the Storage Service Provider in writing of the required addresses, the phone numbers and email addresses at least five (5) Working Days prior to the Commencement Day of the Storage Service Agreement by sending of completed Proof of Authorization. The Storage Customer shall immediately notify the Storage Service Provider of any amendments to the Proof of Authorization. The Proof of Authorization of the Storage Customer shall in an appropriate manner prove the power of representation of the corresponding acting persons. The corresponding contact details of the Storage Service Provider shall be published at the Storage Portal.
- 2.4. The Proof of Authorization of the Storage Customer shall form an integral part of the Storage Service Agreement.

### **3. Communication Test**

- 3.1. Upon Conclusion of the Storage Service Agreement, however prior to the Commencement Day of the Storage Service Agreement at the latest, the Storage Service Provider shall be entitled to conduct a Communication Test. By conducting this Communication Test, the Storage Service Provider verifies whether its communication requirements have been fulfilled and whether the Storage Customer is able to provide the Storage Service Provider with information and notifications regarding the execution of the Storage Service Agreement and to receive such information and notifications from the Storage Service Provider and process them accordingly.
- 3.2. The Storage Service Provider shall be entitled to repeat the Communication Test at any time during the term of Storage Service Agreement in the event of any reasonable doubt about whether the Storage Customer continues to be qualified to fulfill the requirements pursuant to Article 3.1 hereof.
- 3.3. Should the Storage Customer fail to pass the Communication Test pursuant to the provisions of Articles 3.1 and 3.2 hereof, the Storage Customer shall take immediate remedial action to fulfill the communication requirements without undue delay. Should the Storage Customer still be unable to fulfill the communication requirements within ten (10) Working Days after failing to pass the Communication Test, the Storage Service Provider shall be entitled to reset any Nomination submitted by the Storage Customer until it has demonstrated compliance with the communication requirements.



3.4. Should the Storage Customer even upon expiry of the period pursuant to the provisions of Article 3.3 fail to fulfill the communication requirements, the Storage Service Provider shall be entitled to terminate the Storage Service Agreement with immediate effect.

#### **4. Communication Paths and Formats**

4.1. The Storage Service Provider offers to the Storage Customer the following communication paths:

- FTP/ISDN (Priority 1)
- SMTP (Priority 2)

4.2. The Storage Service Provider offers to the Storage Customer the following communication format:

- EDIGAS (Priority 1)
- Web (XML) (Priority 2)

4.3. The Contracting Parties acknowledge that the aforementioned communication paths and formats are subject to preliminary customization. Such customization of the communication paths and formats shall be finished ten (10) Working Days prior to the Commencement Day of the Storage Service Agreement at the latest.

4.4. In general, communication between the Storage Customer and Storage Service Provider regarding the contract processing shall take place in electronic form. Agreements reached per telephone are not binding for either the Storage Service Provider or the Storage Customer.

4.5. If, due to technical problems, the Storage Customer or Storage Service Provider is temporarily not in a position to use the means of communication agreed upon, nomination forms are available to the Storage Customer as downloads from the Storage Portal. These forms correspond to the nomination sheet attached as FORM 1 to this Operation Agreement. In such case the filled in forms shall be signed and send in form of a pdf as attachment to an email or as fax. After elimination of fault the conformations shall be resent electronically. Nominations by phone will not be accepted. Messages whether by fax or email that are not signed and do not come



together with a signed document respectively will not be recognized by the Storage Service Provider.

## **5. Switching from CET to CEST and Vice Versa**

- 5.1. Regarding the switch from CET to CEST (usually at the end of March in each Calendar Year), the Storage Service Provider shall be entitled to apply special conditions to the Nomination submitted on the Storage Day on which the switch from CET to CEST takes place. On this Storage Day, the Storage Customer shall nominate twenty-three (23) consecutive hourly quantities for the Delivery Point.
- 5.2. Regarding the switch from CEST to CET (usually at the end of October in each Calendar Year), the Storage Service Provider shall be entitled to apply special conditions to the Nomination submitted on the Storage Day on which the switch from CEST to CET takes place. On this Storage Day the Storage Customer shall nominate twenty-five (25) consecutive hourly quantities for the Delivery Point.
- 5.3. In respect of the Nomination to be submitted for a longer period of time, the Storage Customer shall take due account of the special conditions pursuant to the provisions of Articles 5.1 and 5.2 hereof.

## **6. Nomination Procedure**

- 6.1. The Storage Customer shall provide the Storage Service Provider with a preliminary storage program for the respective following Storage Year ten (10) Working Days prior to the Commencement Day of the Storage Service Agreement at the latest. Such storage program shall contain non-binding details about the envisaged monthly injection and withdrawal quantities. The aforesaid shall apply accordingly for each following Storage Year.
- 6.2. The Storage Customer shall nominate to the Storage Service Provider the quantities of Injection Gas and Withdrawal Gas at the Delivery Point pursuant to the provisions of Article 15 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement).
- 6.3. The Nomination shall be sent in the format specified by the Storage Service Provider in accordance with the Article 4 hereof and in accordance with the contractually agreed Storage Capacities.



- 6.4. Weekly and daily Nomination can be submitted via the communication paths in the form prescribed by the Storage Service Provider pursuant to Clause 4 hereof; monthly Nomination may be submitted exclusively via EDIGAS or other paths agreed by the Contracting Parties, otherwise the Nomination shall be deemed not submitted to the Storage Service Provider.
- 6.5. Subject to Article 6.12 hereof, the Storage Service Provider has the right to reject the Nomination of the Storage Customer at any time in case the Storage Customer is in breach of the Storage Service Agreement (including its Annexes).
- 6.6. The Nomination shall be submitted in kWh, without indicating any decimal places. The following Nomination Procedures shall be applicable:

6.6.1. Monthly Nomination

The Storage Customer may nominate to the Storage Service Provider daily quantities of the Injection Gas or the Withdrawal Gas. Said Nomination shall be sent prior to the twenty fifth (25<sup>th</sup>) Day of each Calendar Month for each Storage Day of the following Month. Subject to Articles 5.1 and 5.2 hereof, the hourly quantities of a day shall correspond to 1/24 of the daily quantity.

6.6.2. Weekly Nomination

The Storage Customer may nominate to the Storage Service Provider hourly quantities of the Injection Gas or the Withdrawal Gas. Said Nomination shall be sent prior to 10:00 hours of the penultimate Working Day of each Week at the latest for each Storage Day of the following Week. Subject to Articles 5.1 and 5.2 hereof, the hourly quantities correspond to 1/24 of the daily storage quantity and shall be deemed nominated on an hourly basis.

6.6.3. Daily Nomination

The Storage Customer may nominate to the Storage Service Provider hourly quantities of the Injection Gas or the Withdrawal Gas. Said Nomination shall be sent prior to 14:00 hours of each Day for the following Storage Day. Subject to Articles 5.1 and 5.2 hereof, the hourly quantities correspond to 1/24 of the daily storage quantity and shall be deemed nominated on an hourly basis.



- 6.7. If the Storage Customer has not submitted a Nomination for the following Storage Day to the Storage Service Provider in accordance with Article 6.6.3 hereof, the quantities nominated on a weekly basis shall be applicable for said Storage Day. If a corresponding weekly Nomination has not been submitted in accordance with Article 6.6.2 hereof, the quantities nominated on a monthly basis shall be applicable for the corresponding period. If a corresponding monthly Nomination has not been submitted, the nominated quantity for the corresponding period shall be deemed to be zero (0).
- 6.8. During the current Storage Day, the Storage Customer shall be entitled to revise its nominated hourly quantities of Natural Gas by means of sending a Renomination. Pursuant to the period agreed in the Storage Specification applicable to the Storage Facility, Renomination shall become effective in two (2) Hours upon expiry of the current Hour in which the Renomination request was confirmed by the Storage Service Provider. The quantities nominated on a daily basis shall serve as a basis for Renomination. Renomination requests relating to any period shorter than the aforementioned period, the current Hour or periods in the past shall not be admissible by default. However, EPG is entitled to provide such option to Storage Customer in case of technical availability.
- 6.9. Nominations received by the Storage Service Provider with respect to Delivery Point (network interconnection point) shall for each and any Hour be matched with the Nominations received by the Neighbouring Network Operator. If there are inconsistencies between the Nominations received by the Storage Service Provider and the Nominations received by the Neighbouring Network Operator for a Delivery Point then the lower of the two corresponding Nominations shall be confirmed in the transport network and in the Storage Facility (the lesser-of-rule).
- 6.10. For daily Nominations, the Storage Service Provider, each Day by 18:00 hours, shall provide the Storage Customer with a notice of confirmation regarding the Nomination submitted for the following Storage Day. Should the Storage Customer not have received the Storage Service Provider's notice of confirmation by the aforementioned time, the Storage Customer shall immediately contact the Storage Service Provider by telephone notifying that the latter situation has occurred. The Storage Service Provider will subsequently send the notice of confirmation without undue delay.





- 6.11. For daily Nominations the Storage Service Provider shall, within two (2) Hours following the next full Hour of receipt of the Renomination, provide the Storage Customer with a notice of confirmation regarding the Renomination submitted. Should the Storage Customer not have received the Storage Service Provider's notice of confirmation by the aforementioned time, the Storage Customer shall immediately contact the Storage Service Provider by telephone notifying that the latter situation has occurred. The Storage Service Provider will subsequently send the notice of confirmation without undue delay.
- 6.12. Subject to the Storage Access Conditions, the Storage Service Provider shall be entitled to reject any of the Storage Customer's Nomination or Renomination either completely or in part, particularly in the event of Force Majeure pursuant to the provisions of Article 28 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement) or in the event of non-compliance with operational and technical limitations pursuant to the provisions of Article 22 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement) or during maintenance periods pursuant to the provisions of Clause 23 of the Storage Access Conditions (Annex 1 of the Storage Service Agreement).

Should a Nomination or Renomination be rejected completely, the preceding valid Nomination shall be deemed accepted, otherwise Nomination or Renomination shall be reset to zero (0). Should a Nomination or Renomination be rejected in part, the Storage Service Provider shall send a notice of confirmation on the receipt of only part of the Nomination.

## **7. Allocation Procedure**

- 7.1. Allocation of Natural Gas shall become necessary in the event that Natural Gas of several Storage Customers has been either injected or withdrawn (as the case may be) at the Delivery Point.
- 7.2. The Allocation of the Storage Customer's quantities of Natural Gas after injection or withdrawal (as the case may be) shall for each and every Hour be based on the Allocation Procedure which has been agreed upon between the Neighbouring Network Operator and the Storage Service Provider in view of the Delivery Point. Such Allocation Procedure will for each and every Hour take into account the quantities of Natural Gas measured at the Delivery Point



UGS KATHARINA  
Erdgasspeicher Peissen GmbH

and the quantities of Natural Gas matched in accordance with Article 8.4 of the Storage Specification (Annex 1 of the Storage Service Agreement).

- 7.3. The Allocation of the Storage Customer's Natural Gas shall for each and every Hour form the mutually agreed basis for all operational and billing purposes.
- 7.4. The Allocation Procedure to be applied is stipulated in the Storage Specification.



UGS KATHARINA  
Erdgasspeicher Peissen GmbH

FORM 1

| <b>UGS<br/>Katharina</b> |                          |                          |
|--------------------------|--------------------------|--------------------------|
|                          | <b>Nomination</b>        | <b>Re-Nomination</b>     |
|                          | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Hour</b>              | <b>Injection [kWh]</b>   | <b>Withdrawal [kWh]</b>  |
| 06:00 – 07:00            |                          |                          |
| 07:00 – 08:00            |                          |                          |
| 08:00 – 09:00            |                          |                          |
| 09:00 – 10:00            |                          |                          |
| 10:00 – 11:00            |                          |                          |
| 11:00 – 12:00            |                          |                          |
| 12:00 – 13:00            |                          |                          |
| 13:00 – 14:00            |                          |                          |
| 14:00 – 15:00            |                          |                          |
| 15:00 – 16:00            |                          |                          |
| 16:00 – 17:00            |                          |                          |
| 17:00 – 18:00            |                          |                          |
| 18:00 – 19:00            |                          |                          |
| 19:00 – 20:00            |                          |                          |
| 20:00 – 21:00            |                          |                          |
| 21:00 – 22:00            |                          |                          |
| 22:00 – 23:00            |                          |                          |
| 23:00 – 24:00            |                          |                          |
| 24:00 – 01:00            |                          |                          |
| 01:00 – 02:00            |                          |                          |
| 02:00 – 03:00            |                          |                          |
| 03:00 – 04:00            |                          |                          |
| 04:00 – 05:00            |                          |                          |
| 05:00 – 06:00            |                          |                          |
| <b>Sum</b>               |                          |                          |