

Storage Service Agreement

Nº 2022-01-00_

between

Erdgasspeicher Peissen GmbH
Magdeburger Straße 23
06112 Halle

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

and

Short-term Customer
(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 entering into the following Storage Service Agreement (the "Agreement") including the respective valid version of its Annexes 1, 2 and 3. Upon conclusion of this Agreement, the Storage Service Provider entitles the Storage Customer to utilize the Storage Capacities 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 to this Agreement) unless otherwise defined herein or unless the context requires otherwise.

2. Storage Services

2.1. The Storage Customer agrees to contract the Bundled Product offered by the Storage Service Provider at the Storage Facility in accordance with the respectively valid Storage Specification (Annex 3 to this Agreement) 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:

Short-term Interruptible Bundled Product	
Interruptible Working Gas Volume	11,215 MWh
Interruptible Injection Capacities	9.275 MWh/h
Interruptible Withdrawal Capacities	18.550 MWh/h
Additional Interruptible Injection Capacities	23.038 MWh/h
Additional Interruptible Withdrawal Capacities	46.076 MWh/h

Number of Interruptible Bundled Products: _

Storage Period: 26.10.2022, 06:00 CEST – 01.01.2023, 06:00 CEST



Total booked Storage Capacities:	
Number of Bundled Product	
Interruptible Working Gas Volume	MWh
Interruptible Injection Capacities	MWh/h
Interruptible Withdrawal Capacities	MWh/h
Additional Interruptible Injection Capacities	MWh/h
Additional Interruptible Withdrawal Capacities	MWh/h

2.3. Injection / Withdrawal capacities in addition to those referred to in Article 2.2 hereof can be made available to the Storage Customer via notification by the Storage Service Provider.

3. Storage Fee

3.1. In accordance with the Storage Access Conditions (Annex 1 to this Agreement) and the Storage Specification (Annex 3), the Storage Customer is obliged to pay to the Storage Service Provider for the requested interruptible 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/Interruptible Bundled Product/Storage Period.

3.3. The Variable Storage Fee for each injected and each withdrawn natural gas m³ is payable as prepayment as defined in the General Determination Procedure for the Variable Storage Fee as published on EPG's website in its respective version.

3.4. Notwithstanding section 3.3 the Variable Storage Fee is only paid by the Storage Customer for an aggregated injection volume and an aggregated withdrawal volume exceeding the total Interruptible Working Gas Volume booked hereunder. For the avoidance of doubt the injection/withdrawal costs for the aggregated injection volume and an aggregated withdrawal volume less than the total Interruptible Working Gas Volume is included in the Fixed Storage Fee.



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- 3.5. Referring to Article 5.1 of the Storage Specification (Annex 3 to this Agreement) it is agreed that for the purposes of this Agreement the Fixed Storage Fee shall not be annually adjusted.
- 3.6. 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.
- 3.7. The Storage Service Provider invoices the Storage Customer in accordance with Article 24 of the Storage Access Conditions (Annex 1 to this Agreement) using contact details of the Storage Customer listed below:

Company:

Contact Person:

Street, No.:

Town, Postal Code, Country:

Phone:

e-mail:

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 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 to this Agreement).

6. Operation of booked Interruptible Bundled Products

6.1 Interruption of Interruptible Injection and/or Withdrawal capacities:

If and when the total of all nominated injection or withdrawal quantities exceeds the capability of UGS Katharina, the booked Interruptible Injection and/or Withdrawal Capacities, as being part of the booked Interruptible

Bundled Product or as being booked individually shall be interrupted pro-rata amongst all interruptible injection/or withdrawal capacity bookings.

For the avoidance of doubt, in the event of interruption of Interruptible Withdrawal Capacities and resulting inability of the Storage Customer to empty Interruptible Working Gas Volume before the end of the Storage Period, the Storage Service Provider shall provide the Storage Customer free of charge with the withdrawal capacities sufficient to withdraw all of its stored gas within 1 (one) month after the end of the Storage Period.

6.2 Interruption of Interruptible Working Gas Volume:

If and when the total of all injected gas volumes exceeds the capability of UGS Katharina, the booked Interruptible Working Gas Volume shall be interrupted pro-rata amongst all interruptible working gas volume bookings.

EPG will submit a withdrawal request 14:00 CET on D-1 to each effected Storage Customer with booked interruptible working gas volume.

7. Changes in applicable clauses of the GT&Cs (Annex 1) and of Operating Agreement

- 7.1. In deviation of clause 36.7 of the GT&Cs the language can alternatively be German.
- 7.2. In deviation of clauses 3 and 4 of the Operating Agreement both Parties cooperate with a view to establishing the required communication paths. For the time being the Parties agree to establish and to test suitable alternative communication paths.
- 7.3. For the avoidance of doubt the clause 11.a of the GT&Cs stipulating the minimum storage filling levels in line with §35b of German Energy Act shall not apply to the Storage Capacities booked hereunder due to their interruptible nature.
- 7.4. In deviation of clause 27.1 of GT&Cs the Agreement can be terminated under the conditions specified in this clause only upon mutual Agreement of the Parties.

8. 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 reflects 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.

9. 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 to this Agreement) the provisions of the Storage Service Agreement shall prevail.

10. Integral parts of the Agreement

The respective valid versions of the following documents as published at the website www.ugs-katharina.de shall form an integral part of this Agreement:

- Annex 1 to the Storage Service Agreement: General Terms & Conditions of Access,
- Annex 2 to the Storage Service Agreement: Operating Agreement,
- Annex 3 to the Storage Service Agreement: Storage Specification.

11. Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle,

,

Dr. Stephan Dewald

Ivan Skoryy