

## 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, 1a, 2 and 3 as agreed within the Auction No. 1/2021 of EPG based on the Terms and Conditions for participating in Auction 1/2021 (Annex 1a to the Storage Service Agreement; hereinafter "T&C Online Auction"). 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) 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 and/ or allows for injection and withdrawal of Working Gas 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 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:

*Short- Term Agreement Prince - Pack Short-Term*

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

Number of Bundled Products:

EPG Bundled Product 2 .....

EPG Extended Bundled Product 2\* .....

\*\* Storage Period:

Storage Period: 01.02.2021, 06:00 CET – 01.04.2022, 06:00 CET

Storage Period: 01.03.2021, 06:00 CET – 01.04.2022, 06:00 CET

Storage Period: 01.04.2021, 06:00 CET – 01.04.2022, 06:00 CET

\* As the underlying capacities undergo a measurement campaign at time of the auction, the Working Gas Volume in the composition of the Extended Bundled Product 2, as specified in the Product Information Auction No. 1- 2021, may be amended and specified by EPG based on the final measurements taking into account Section 315 German Civil Code (Specification of Performance by one party). The Storage Customers already now agrees to the specification of the final parameters of the WGV, Injection Rate and Withdrawal Rate and accepts such updated parameters in line with the measurement as relevant contract parameters.

\*\* As the capacities in relation to EPG Bundled Products 2 and EPG Extended Bundled Products 2 are derived from newly commissioned caverns EPG could be in a position to offer a start of the term of the Storage Service Agreement already as of 01.02., 01.03. or 01.04.2021 for parts of the capacities. In such a case EPG will offer such potential early start to the Storage Customer and upon agreement of the Storage Customer the duration of the respective Storage Service Agreement will be prolonged to 13 or 14 months, respectively.

### 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 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 128,500 EUR/Bundled Product/year.

- 3.3. The Variable Storage Fee for each injected and each withdrawn natural gas m<sup>3</sup> 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. 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.
- 3.5. 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 to 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 (Annex 1a to this Agreement) or outside an Auction pursuant to the provisions of Article 7 of the Storage Access Conditions (Annex 1 to 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 to 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 to 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 as published at the website [www.ugs-katharina.de](http://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 1a to the Storage Service Agreement: Terms & Conditions Online Auctions,
- Annex 2 to the Storage Service Agreement: Operating Agreement,
- Annex 3 to the Storage Service Agreement: Storage Specification.

## 9. Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle, .....

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Dr. Stephan Dewald

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Ivan Skoryy