

REMIT Data Reporting Agreement

between

Erdgasspeicher Peissen GmbH

(Storage System Operator)
Magdeburger Straße 23
06112 Halle

a company existing under the laws of Germany, VAT Reg. No. DE267679787,
entered in the Commercial Register maintained by Amtsgericht Stendal, No. B
9842,

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

and

VAT Reg. No.

Commercial Register No.

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

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

WHEREAS

- (A) The Parties have entered into a Storage Service Agreement concerning the usage of the Storage Facility operated by Storage Service Provider.
- (B) The Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency ("**REMIT**") requires market participants to provide the Agency for the Cooperation of Energy Regulators ("**ACER**") and national regulatory authorities with information related to the capacity and use of facilities for storage of natural gas. The Commission Implementing Regulation (EU) No 1348/2014 ("**Implementing Acts**") set out rules for the provision of data to ACER implementing Article 9 (9) of REMIT. It is stipulated that market participants, or storage system operators on their behalf, shall report to ACER and, at their request, to national regulatory authorities the amount of gas the market participant has stored at the end of the gas day in the storage facility. This information shall be made available no later than the following working day.
- (C) According to the EU Regulations, market participants, or storage system operators on their behalf, are required to report the relevant information via third parties who are registered as "RRM" (registered reporting mechanism).
- (D) The Storage User has asked Storage Service Provider to report its Working Gas Balance to the ACER in accordance with the REMIT and Implementing Acts (via a third party RRM).

§ 1 Subject Matter of the Agreement: Reporting of data to ACER

1. Based on this Agreement and in the scope of the terms agreed herein, the Storage Service Provider assumes the Reporting Obligation on behalf of the Storage Customer, in such extent and form and within such time periods as set out in the Implementing Regulation.
2. Storage Service Provider shall report the total volume of gas which the Storage Customer has stored with the Storage Service Provider at the end of the gas day based on all storage contracts made, irrespective of the type of storage product (for the avoidance of doubt, if there exist several storage contracts and/or several types of storage contracts, then the reported volume is the total volume of gas accounted for on that gas day in the various storage accounts kept by the Storage Service Provider for the Storage Customer).



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3. The Parties have agreed that the monthly fee for REMIT services in the amount of EUR 100/Month has to be paid by Storage Customer to Storage Service Provider.

§ 2 Relation to Storage Contracts; Future Relations

1. This Agreement represents a separate contractual relationship between the Parties, which (within the scope of its subject matter) supplements the Storage Contracts and future storage contracts as may arise between the Storage Service Provider and the Storage Customer after the execution hereof.
2. If no further active storage period has been agreed between the Storage Service Provider and the Storage Customer, then performances under this Agreement shall be suspended as of the second working day after the last active storage period has ended. Performance under this Agreement shall be automatically resumed once the Parties agree on a new storage period, as of the first day of said storage period.

§ 3 Procedure for Discharge of the Reporting Obligation

1. For the purpose of reporting the data within the context of the Reporting Obligation, the Storage Service Provider is making use of the services of a third party which acts as a "Registered Reporting Mechanism" (RRM) as required by REMIT and by the Implementing Act.
2. The Storage Customer hereby expressly agrees and gives its consent that the Storage Service Provider may pass on all data falling within the ambit of the Reporting Obligation, as well as the Storage Customer's identifying particulars, via RRM.
3. The Storage Customer must render the necessary assistance to the Storage Service Provider in connection with the execution of the Reporting Obligation by Storage Service Provider.
4. Execution of the Reporting Obligation may be temporarily or permanently suspended if necessary to ensure the data integrity and reliability of the Storage Service Provider's RRM's system. If feasible, the Storage Service Provider shall notify the Storage Customer of such events with sufficient advance notice (and in all other cases promptly upon the occurrence of a state which requires that the discharge of the Reporting Obligation be temporarily or permanently suspended). For these cases, the Storage Service Provider's liability for damage potentially incurred by the Storage Customer is hereby excluded.



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5. Each Party to this Agreement must render adequate assistance to the respective other Party in the event that ACER (or any competent domestic authority) asks for additional information for REMIT purposes, including the provision of information which is to be reported and which is available only to the erstwhile Party but not to the Party requesting assistance.

§ 4 Archiving and Returning Reported Data

1. The Storage Customer takes due note of the fact and agrees that RRM will archive the data which it receives in connection with the discharge of the Reporting Obligation, in accordance with the conditions stipulated by ACER for the registration of Registered Reporting Mechanisms and always for at least 12 months from the day on which the relevant data has been dispatched to ARIS in the course of discharging the Reporting Obligation. The Storage Customer may ask the Storage Service Provider for, and shall thereupon be granted, access to an overview of the currently archived information.
2. Irrespective of the manner in which this Agreement is terminated or ceases to exist, the Storage Customer may ask the Storage Service Provider in writing to ensure the return of the archived data by RRM to the Storage Customer. The Storage Customer must deliver this request to the Storage Service Provider no later than within 15 days from the day on which this Agreement is terminated or ceases to exist.

§ 5 Storage Service Provider's Liability

3. The Storage Service Provider is liable vis-a-vis the Storage Customer for the damage which the latter may incur due to a failure to discharge the Reporting Obligation in accordance with this Agreement, provided that this non-performance was a direct consequence of gross negligence or intentional conduct on the part of the Storage Service Provider or of RRM.
4. For all events in which the Storage Service Provider is liable for damage as a direct consequence of gross negligence or intentional conduct under this Agreement, the Parties have mutually agreed to limit the Storage Service Provider's liability to actual damage not exceeding EUR 2,500 (in the individual case or in the aggregate for each calendar year).

§ 6 Confidentiality

1. The Parties agree to preserve secrecy with respect to any and all facts of which they learn in connection with the execution and implementation of this Agreement, with the exception of information:
 - a) which is in the public domain,
 - b) which must be disclosed pursuant to a provision of statutory law or pursuant to a decision by a public authority, or
 - c) with respect to which the respective other Party has consented in writing to disclosure, provided further that the third party to whom the information is made available is also bound by a duty of secrecy.
2. In the event of a breach of this duty to maintain secrecy, the Party in breach is liable vis-a-vis the other Party for the damage which it caused by its actions.

§ 7 Duration of the Agreement

1. This Agreement will expire two days after expiry of the last existing Storage Service Contract between Storage Customer and Storage Service Provider.
2. Both Parties may cancel this Agreement even without stating reasons by giving written notice of cancellation to the respective other Party, observing three months notice period. The notice period pursuant to this paragraph begins on the first day of the month which follows the delivery of the cancellation letter to the other Party.

§ 8 Miscellaneous

3. For the event that an amendment to the REMIT or to the Implementing Regulation requires a change to the Reporting Obligation or to the extent, form, or time period of reporting to such a degree as to require an amendment also to this Agreement, the Parties undertake to engage in good-faith negotiations on the said amendment. For the avoidance of doubt, the Parties further agree that by entering into this Agreement, the Storage Service Provider has assumed no contractual liability to monitor changes to the relevant laws.
4. This Agreement shall be governed by, construed and interpreted in accordance with the laws of Germany.



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5. All disputes arising out of or in connection with the present Agreement which the Parties are unable to resolve amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Geneva, Switzerland. The language of arbitration shall be English.
6. Any assignment of the rights and obligations under this Agreement to a third party requires the prior written consent of the respective other Party.

§ 9 Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle,

.....,

Thomas Geier
