

General Terms and Conditions of Access

to the Haidach Natural Gas Storage Facility

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

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Preamble

The Provider hereby offers to third parties access to Storage Capacities including the corresponding Storage Services available for marketing purposes in the Haidach Natural Gas Storage Facility located in the Republic of Austria (hereinafter referred to as the "**Storage Facility**").

The Provider offers to the Customer Injection Capacities, Withdrawal Capacities and Working Gas Volume pursuant to the provisions of the Storage Service Agreement entered into by and between the Provider and the Customer.

Any signed individual Storage Service Agreement shall be based on the provisions of the following General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility (hereinafter referred to as the "**Storage Access Conditions**") in its respective valid version.

1. Definitions.

The following definitions herein shall apply to the Storage Services Agreement, the Storage Access Conditions, the Operating Agreement and the Storage Specification of the Storage Facility.

Terms used in the singular also cover the plural and vice versa, unless expressly agreed otherwise, or if the context suggests the opposite. Specific terms contained in the wording of the Storage Access Conditions are also defined by way of legal definition.

All definitions related to quantities and units correspond to the definitions of the international standard ISO 1000 (SI Units and Recommendations for Use of their Multiples and certain Other Units) dated 11 January 1992 in the respective valid version.

"Affiliate" means in relation to any Party:

- (a) a company which beneficially owns or controls, directly or indirectly, more than fifty percent (50 %) of the voting stock of the Party;
- (b) a company of which more than fifty percent (50 %) of the voting stock is beneficially owned or controlled, directly or indirectly, by that Party; or
- (c) a company of which more than fifty percent (50 %) of the voting stock is beneficially owned or controlled, directly or indirectly, by a company which also beneficially owns or controls, directly or indirectly, more than fifty percent (50 %) of that Party;

"Allocation" means the apportioning of Natural Gas quantities between the individual Storage Service Agreements based on the measurement at the metering station of the Storage Facility.

"Allocation Procedure" shall be the procedure applied by the Provider in accordance with Article 7 of the Operating Agreement.

"Bundled Product" means the Storage Capacities offered to the Customer at the Storage Facility for specific Storage Periods as defined in the Storage Specification (expressed in Bundled Units).

"Calendar Month" means the period beginning at 0:00 hours (CET/CEST) of the correspondent calendar day and ending at 24:00 hours (CET/CEST) of the last calendar day of such month.

"Calendar Year" means the period beginning on the 1st of January at 0:00 hours (CET/CEST) and ending at 24:00 hours (CET/CEST) on the 31st of December of the same year.

"CET/CEST" shall be the acronym for Central European (Summer) Time. The applicability of both CET and CEST is determined in accordance with the official time in Austria.

"Communication Test" means a test to be held in accordance with Article 3 of the Operating Agreement by which the Customer shall furnish proof that it is capable of fulfilling the communication requirements for the operational execution of the Storage Service Agreement.

"Conclusion of a Storage Services Agreement" shall be the point of time at which the Storage Services Agreement has legally been concluded in accordance with Article 7 hereof.

"Contractual Counter-Party" shall either be the Customer or the Provider (or both).

"Cubic meter" or **"m³"** means the amount of one (1) cubic meter of Natural Gas that at zero degrees (0°C) Celsius and at a Pressure of 1,01325 consumes a volume of one cubic meter. All volumes of Natural Gas in the Storage Services Agreement including the corresponding documents always refer to this definition.

"Customer" means any natural or legal person entering into a Storage Service Agreement with the Provider who has and is still qualified as Customer by furnishing proof of fulfilment the minimum requirements pursuant to Article 6.1. hereof, in particular such relating to the deposit of a security according to Article 26.

"Customer's Storage Account" describes the determination of the Customer's Storage Level based on the Customer's Allocation and the Customer's Storage Level of the previous determination.

"Customer's Storage Level" shall for a specific point in time be the Customer's accumulated volume the Injection Gas minus the Withdrawal Gas.

"Customer's Counter-Notice of Deprivation" shall be the written notice by the Customer exercising its right to contradict a Notice of Deprivation as defined in Article 12.4 hereof.

"Day" means the period beginning at 00:00 hours and ending at 24:00 of each calendar day in accordance with the official time in Austria.

"Delivery Point" means the **Injection Point** and/or **Withdrawal Point** of the Storage Facility as clarified in the Storage Specification.

"Deprivation" shall be the deprivation of Storage Capacities in accordance with Article 12 hereof in order to prevent the inappropriate hoarding of Storage Capacities (Use-it-or-lose-it Principle).

"EURIBOR" means the Euro Interbank Offered Rate as published by the European Central Bank.

"Exceeding Storage Account" has occurred in the event that the Customer's Storage Level is either below zero (0) or above the contracted Working Gas Volume.

"Exceeding Storage Capacities" mean exceeding the contracted Storage Capacities pursuant to Article 9 hereof.

"First Utilisation Day" shall be the first Storage Day on which the Customer can use its Storage Capacities under its Storage Services Agreement.

"Fee for Exceeding Storage Capacities" will be charged by the Provider from the Customer for exceeding the contracted Storage Capacities in accordance with the Storage Specification.

"Gas Pressure" means the overpressure of the Natural Gas above the atmospheric pressure in bar.

"Haidach Natural Gas Storage Facility" or **"Storage Facility"** comprises surface and subsurface storage facilities near Haidach, Austria, on the property 15.05.1971 as entered in both the land register and the land survey register including the 39-km long (Austrian section) of the Austria-Bavaria gas connection pipeline (ABG) which connects the Storage Facility to the SÜDAL pipeline system of Bayernets GmbH in the Burghausen region.

"Hour" means the time beginning at a full hour and ending at the beginning of the following full hour.

"Identity" of the Natural Gas shall exist where the Natural Gas quantities injected and withdrawn are identical. The Identity of the Natural Gas stored at the Storage Facility cannot be ensured as the Natural Gas quantities stored in Storage Facility are owned by different customers and thus get mixed. The Provider therefore ensures that the Natural Gas fulfils the corresponding quality requirements.

"Injection Capacity" means the hourly maximum injection quantity of Natural Gas in cubic metres which is held by the Provider on demand for the Customer as contracted under the Storage Service Agreement for the injection of Injection Gas at the Injection Point of the Storage Facility in compliance with the corresponding Injection Parameters.

"Injection Gas" means the quantity of Natural Gas expressed in m³ which shall be delivered by the Customer to the Provider for injection at the Injection Point and shall be accepted by the Provider for injection into the Storage Facility.

"Injection Parameters" determine the maximum Injection Capacity in relation to the Customer's Storage Level of the Working Gas Volume of the Customer.

"Injection Point" means the Delivery Point at which the Provider accepts the Injection Gas from the Customer.

"Last Utilisation Day" means the Storage Day until which the Customer shall be entitled to utilise the contracted Storage Capacities under its Storage Service Agreement.

"Month" means the time beginning at 06:00 hours (CET/CEST) of the first day of each Calendar Month and ending at 06:00 hours (CET/CEST) on the first day of the following Calendar Month.

"Natural Gas" or **"Gas"** is a mixture of gaseous hydrocarbons, mainly methane, and other components in a natural state in the ground or which has been recovered together with liquid hydrocarbons.

"Neighbouring Network Operator" shall be the operator of the Neighbouring Natural Gas Network.

"Neighbouring Natural Gas Network" shall be the Natural Gas network connected to the Storage Facility.

"Nomination" shall be the nomination by the Customer of the quantities of Natural Gas to be injected or withdrawn within certain periods in compliance with the contractually agreed nomination period.

"Nomination Procedure" shall be the procedure by which the Customer nominates quantities of Natural Gas to be injected or withdrawn within certain periods. Said procedure has been described in the Operating Agreement.

"Notice of Deprivation" shall be the written notice by the Provider informing the Customer of the Deprivation of Storage Capacities as described in Article 12.3 hereunder.

"Notice of Rejection" shall be the written notice sent by the Provider to the Customer informing it that a Storage Service Request has been rejected.

"Off-Spec Natural Gas" shall be Natural Gas which is not complying with the quality specification stipulated in the Storage Specification.

"Operating Agreement" stipulate the general conditions of cooperation between the Provider and the Customer in the operational execution of the Storage Service Agreement.

"Ownership transfer" has the meaning ascribed to it in Article 11.1 hereof.

"Proof of Authorisation" or **" Notice of Responsibility"** lists the competent contact persons and their respective contact details required for the operational execution of the Storage Service Agreement and furnishes proof that the particular

contact person shall be authorised to execute the Storage Service Agreement upon submission of a corresponding permit by a duly authorised representative of the particular Customer as presented on the Storage Portal.

"Qualified Storage Customer" shall be the Customer which fulfil specific obligatory minimum requirements in accordance with Article 6 hereof.

"Reference Price" means the monthly cross-border price for Natural Gas (euro/terrajoule) published by the Federal Office of Economics and Export Control (BAFA) at the moment of invoicing. The product of the conversion of the cross-border price for Natural Gas to eurocent/kWh is rounded to two decimal places.

"Registration" means the submission of the required data by the Customer in compliance with the requirements of the Provider at the Storage Portal for performing the booking of Storage Services by the Customer.

"Re-nomination" shall be the Customer's change of a previous Nomination in accordance with the procedure described in the Operating Agreement.

"Shipper Code" means a specific code issued by the Provider for identifying the Customer.

"Storage Access Conditions" means the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility as amended utilized by the Provider in relation to both the generally applicable conditions to hold storage capacities on demand and to provide Storage Services.

"Storage Capacities" mean the Injection Capacities, the Withdrawal Capacities and the Working Gas Volume as well as the associated services (e.g. allocation, invoicing) in the aggregate.

"Storage Day" means the period beginning at 06:00 hours in the morning (CET/CEST) of each calendar day and ending at 06:00 hours in the morning (CET/CEST) of the following calendar day.

"Storage Fee" means the fee stipulated in the Storage Service Agreement to be paid by the Customer to the Provider for particular Storage Services pursuant to the provisions of the Storage Specification.

"Storage Period" means the agreed period between the First Utilisation Day and the Last Utilisation Day.

"Storage Portal" means the Provider's website on www.gsa-services.ru.

"Storage Services" mean the Storage Capacities offered to the Customer at the Storage Facility in accordance with the Storage Specification consisting of one or several Bundled and/or Unbundled Products.

"Storage Service Agreement" means the legally binding agreement in the form attached hereto in Annex 3, entered into by and between the Customer and the Provider pursuant to Article 7 hereof.

"Storage Services Request" means a binding request of the Customer pursuant to Article 4 hereof.

"Storage Specification" attached to the Storage Access Conditions as Annex 2 stipulates all operational parameters of the Storage Facility. The Storage Specification in its valid version is part of the Storage Services Agreement.

"Storage Year" begins on the first Day of the Month of April at 06:00 hours (CET/CEST) and ends on the first day of the same month of the following year at 06:00 hours (CET/CEST).

"Unbundled Product" means the Storage Capacities offered to the Customer at the Storage Facility for specific Storage Periods as defined in the Storage Specification (expressed in Unbundled Units).

"Warning of Deprivation" shall be the written notice by the Provider threatening the Customer with Deprivation and explaining the reasons as described in Article 12.2 hereof.

"Week" shall commence on a Monday at 06:00 hours (CET/CEST) and shall terminate on the next following Monday at 06:00 hours (CET/CEST).

"Withdrawal Capacity" means the hourly maximum withdrawal quantity of Natural Gas in cubic meters which is held by the Provider for the Customer as contracted under the Storage Service Agreement for the withdrawal of Withdrawal Gas at the Withdrawal Point in compliance with the corresponding Withdrawal Parameters.

"Withdrawal Gas" means the quantity of Natural Gas expressed in m³ which shall be delivered by the Provider to the Customer for withdrawal at the Withdrawal Point of Storage Facility.

"Withdrawal Parameters" determine the maximum Withdrawal Capacity in relation to the Customer's Storage Level of the Working Gas Volume of the Customer.

"Withdrawal Point" means the Delivery Point at which the Provider redelivers the Withdrawal Gas to the Customer.

"Working Day" means any weekday from Monday to Friday which is not a public holiday in Russian Federation, Austria. December 24 (Christmas Eve) and December 31 (New Year's Eve) shall not be regarded as working days.

"Working Gas Volume" or **"Working Gas"** means the contracted Natural Gas quantity in m³ which is delivered by the Customer for injection into and withdrawal from the Storage Facility.

"Year" means the time from 00:00 hours (CET/CEST) of any day to 24:00 hours (CET/CEST) of the same day of the following calendar year.

2. Scope

- 2.1. These Storage Access Conditions contain the general provisions of access to the Storage Facility adopted by the Provider and the conditions for initiation, conclusion and execution of Storage Service Agreements, pursuant to which the Provider shall provide to the Customer corresponding Storage Services.
- 2.2. The provision of Storage Services shall commence at the moment the Injection Gas is accepted by the Provider at the Injection Point and shall terminate at the moment the Withdrawal Gas is delivered to the Customer at the Withdrawal Point.
- 2.3. Any individual Storage Service Agreement entered into by the Provider shall be based exclusively on the provisions of these Storage Access Conditions. The Provider hereby points out that notwithstanding any terms and conditions adopted by any Customer, the provisions of these Storage Access Conditions shall apply exclusively to any Storage Service Agreement signed with the Provider in respect of the Storage Facility. The inclusion into such Storage Service Agreement of general terms and conditions adopted by the Customer shall expressly be denied.
- 2.4. The Storage Access Conditions published by the Provider on the Storage Portal at the moment of conclusion of the Storage Service Agreement shall form an integral part of such Storage Service Agreement. Should

contradictions or discrepancies in meaning between the provisions of the Storage Access Conditions and the provisions of the Storage Service Agreement, occur, the provisions of the Storage Service Agreement shall prevail.

- 2.5. Any deviations from the provisions of these Storage Access Conditions shall only become effective with the express prior written consent of the Provider.

3. Modification of the Storage Access Conditions

- 3.1. The Provider shall be entitled to modify or supplement the Storage Access Conditions at any time at its sole discretion. A particular number and the corresponding modifying date shall be affixed to any modified version of the Storage Access Conditions. The modified Storage Access Conditions shall become effective immediately on publication by the Provider on the Storage Portal. In addition, any person interested shall be entitled to access both the currently valid version and the previously valid version of the Storage Access Conditions on the Storage Portal.
- 3.2. The modified Storage Access Conditions shall apply to all existing and future Storage Service Agreements.
- 3.3. The Customer has the right to disagree with any or all changes to the Storage Access Conditions applicable for its present Storage Service Agreements. Said declaration of disagreement shall be provided in writing within thirty (30) Working Days after the changed Storage Access Conditions are intended to take effect.
- 3.4. Notwithstanding the Article 3.1 and 3.2 hereunder the Provider has the right to change the Operating Agreement if this is required in order to maintain the operative integrity of the Storage Facility and/or required to comply with generally recognized technology rules or definitions, respectively, by national or international authorities. Said changes shall become applicable with three (3) Months prior notice.
- 3.5. Notwithstanding the Article 3.1 and 3.2 the Provider has the right to change the Storage Access Conditions applicable to the Customer's present Storage Services Agreements with immediate effect if these changes are reasonably necessary. Said necessity may result from laws, legal regulations or legally binding allegations of national or international courts or authorities, particularly any Regulatory Authority, such as the Energy Control Commission (the Austrian "Energie-Control Kommission") or the European

Commission and/or generally recognized technology rules. In such case the Provider shall inform the Customer as soon as possible about such changes.

- 3.6. If changes to the Storage Access Conditions result in serious economic disadvantages to the Customer then the Customer has the right to terminate its Storage Services Agreement. Said termination shall be possible with a fifteen (15) Working Days prior notice to the end of the Month following the Month in which the changes are intended to take effect. Claims for compensation due to changes shall explicitly be excluded.
- 3.7. In case of the Customer's disagreement to changes of the Storage Access Conditions according to Article 3.2 hereunder the Provider has the right to terminate the Storage Services Agreement. Said termination shall with a fifteen (15) Working Days prior notice be applicable at the end of the Month in which the changes are intended to take effect.
- 3.8. Notwithstanding the Article 3.1 and 3.2 hereunder the Provider has the right at any time to correct obvious spelling mistakes and/or arithmetical errors, contact details and/or errors concerning the technical data included in the current version of the Storage Access Conditions without any notice to the Customer.

4. Binding Requests for Storage Services by the Customer

- 4.1. Any Customer may become registered on the Storage Portal and gather information on the Storage Services offered by the Provider and Storage Capacities freely available at the moment.

Upon successful Registration, the Customer shall be promptly provided by email with his personal data for access to the capacity booking at the Storage Portal, and may thus inspect and calculate any Storage Capacities freely available and submit its Storage Services Requests through the Storage Portal.

The information presented on the Storage Portal on whether the Storage Capacities of the Storage Facility shall be freely available, have been reserved or firmly booked shall not be binding but solely indicate the Customer of Storage Capacities that may presumably be contracted without providing any guarantee by the Provider that any Storage Capacities marked as freely available can indeed be contracted. The Provider shall under no circumstances be bound by the information presented on the Storage Portal.

Any confirmation of freely available Storage Capacities shall be reserved for further verification by the Provider.

- 4.2. The Storage Services Requests shall become binding upon the Provider only after a corresponding acceptance of such Storage Services Requests by the Provider in accordance with Article 7.1 hereof.
- 4.3. The Storage Capacities available shall be provided together as Bundled and/or Unbundled Products at a fixed Storage Fee pursuant to the provisions of the Storage Specification.
- 4.4. A complete Storage Services Request shall include both the following information and any other data to be entered into the mandatory fields of the entry mask on the Storage Portal:
 - 4.4.1. the Customer data (name, address, contact persons etc.) and
 - 4.4.2. Storage Period and
 - 4.4.3. name of the Bundled Products requested for and
 - 4.4.4. amount of Bundled Products requested for
- 4.5. Any Storage Services Request shall be submitted through the corresponding entry mask made available by the Provider on the Storage Portal. Upon entry of the information required, the Provider endeavours to provide the Customer with a non-binding confirmation of receipt of the Storage Services Request by email. Should technical reasons prevent the receipt of any Storage Services Request on the Storage Portal, Storage Services Requests may be submitted in written form by mail or by fax or by email to the Provider. Official contact information of the Provider is published on the Storage Portal.
- 4.6. In compliance with the Storage Periods set out in Article 7.2 hereof, the Customer may submit the Storage Services Request pursuant to the provisions of the Storage Specification.
- 4.7. Any complete Storage Services Request shall remain valid until it shall be either accepted or rejected by the Provider pursuant to Article 5.3 hereof. In the event that the Provider accepts the Storage Services Request without any additions, limitations or other material amendments, the Customer shall be bound by the Storage Services Request.

5. Processing of the Storage Services Requests by the Provider.

- 5.1. In compliance with the Provider's existing contractual obligations, the Provider shall thoroughly and on a non-discriminatory basis verify and determine in accordance with the generally accepted technical standards whether the Bundled Products requested in the Storage Services Request are actually available at the Storage Facility.
- 5.2. Should the Storage Services Request have been submitted incompletely, i.e. in non-compliance with the provisions of Article 4.4 hereof, the Provider shall notify the Customer within three (3) Working Days at the latest upon receipt of such request, which additional information shall be required for processing the request. The Customer shall submit the required information within three (3) Working Days upon receipt of the Provider's notification in written form pursuant to the provisions of Article 4.5 hereof. Upon receipt of the missing information the Provider will apply the procedure described in Article 5.1 hereof.
- 5.3. The Provider shall reply to the Customer's complete Storage Services Request within ten (10) Working Days. Any rejection of request shall be substantiated accordingly ("**Notice of Rejection**") by email, fax or mail. Should the request be accepted, the Provider shall provide the Customer with two copies of a corresponding Storage Service Agreement, which have already been signed by the Provider, for counter-signature by the Customer and return of one copy to the Provider.
- 5.4. Should the Provider accept the Storage Services Request with additions, restrictions or any other material amendments, the Provider may provide the Customer with two copies of a draft Storage Service Agreement as an offer for the conclusion of a Storage Service Agreement, which have already been signed by the Provider, for counter-signature by the Customer and return of one copy to the Provider.
- 5.5. In any event the aforementioned documents shall be returned by the Customer within ten (10) Working Days. The date of receipt of the signed Storage Service Agreement by the Provider shall be proof of compliance with the aforementioned period. Should the Customer fail to return the signed Storage Service Agreement within the period specified, the Provider is entitled to terminate the Storage Services Agreement with immediate effect, respectively the offer in accordance with Article 5.4 hereof shall expire. The Customer shall return the aforementioned documents together with the proof required pursuant to the provisions of Articles 6.1.2-6.1.4 hereof. Should the Customer at that moment fail to submit the proof required pursuant to the provisions of Articles 6.1.2-6.1.4 hereof or should any

communication test pursuant to Article 6.1.3 fail, the Provider shall be entitled to terminate Storage Service Agreement with immediate effect.

6. Minimum Requirements to be Fulfilled by the Storage Customer

- 6.1. Any Storage Service Agreement with the Provider shall require the Customer to fulfil specific obligatory minimum requirements and to submit proof of fulfilment to the Provider (Qualified Storage Customer). Any such Qualified Storage Customer shall be a natural or legal person that:
 - 6.1.1. has been registered pursuant to the provisions of the Storage Access Conditions, and furnished Proof of Authorization (Registration);
 - 6.1.2. has proved credit worthiness and furnished Financial Security pursuant to the provisions of Article 26 hereof in order to hedge risks; and
 - 6.1.3. is in possession of the required statutory permits or has notified the competent authorities of its energy supply operations as prescribed by law; and
 - 6.1.4. owns, utilizes or possesses the required infrastructure that warrants full 24-hour availability and has passed a Communication Test; and
 - 6.1.5. has furnished proof to the Provider that the requirements pursuant to the provisions of Articles 6.1.1-6.1.5 have been fulfilled, thus qualifying the Customer to be recognized as a Qualified Storage Customer by the Provider.
- 6.2. The Provider's recognition of any natural or legal person as a Qualified Storage Customer may not be unreasonably withheld. The reasons for withholding the recognition of the Customer as a Qualified Storage Customer shall be submitted by the Provider in writing.
- 6.3. The Customer shall notify the Provider without undue delay of any event or circumstance that in the Provider's view may impair the qualification of a Customer as a Qualified Storage Customer after being recognized as a Qualified Storage Customer by the Provider pursuant to the provisions of Article 6.1 hereof, or any change of shareholders, owners or legal successors of the Customer pursuant to the provisions of the German Transformation Act (UmwG), or any other substantial changes to the disadvantage of the Customer's person, which, after reasonable commercial evaluation, allow for the assumption that the Customer concerned might no longer be qualified to fulfil the obligations assumed pursuant to the provisions of the Storage Service Agreement in due course. Such notification shall be submitted to the Provider together with a confirmation substantiating that the qualification of any Customer as a Qualified Storage Customer pursuant to the provisions of

Article 6.1 hereof shall continue to exist and/or substantial changes to the disadvantage of the Customer's person do not exist.

- 6.4. Should the Customer not fulfil the requirements pursuant to the provisions of Articles 6.1 and 6.3, the Customer shall not be recognized as Qualified Storage Customer respectively shall lose his qualification as a Qualified Storage Customer and the Provider shall be entitled to terminate the Storage Service Agreement with immediate effect.

7. Conclusion of a Storage Services Agreement

- 7.1. The provision of the Storage Services is effected exclusively under the terms of non-discriminatory and transparent allocation procedures. The Provider is entitled to offer the Storage Services and provide a true and complete information on the terms and conditions of capacity allocation procedure on its Storage Portal according to Article 7.3 below.
- 7.2. The Storage Service Agreement shall become effective upon acceptance of the Storage Services Request by the Provider, subject to the fulfilment of the requirements pursuant to the provisions of Article 7.3 hereof. The submission of the Storage Service Agreement signed by the Provider pursuant to the provisions of Article 5.3 hereof shall be deemed as acceptance of the Storage Services Request. The date on which the Provider has signed the Storage Service Agreement shall be deemed as the date of signing. Should the Provider accept the Storage Services Request with additions, restrictions or any other material amendments (pursuant to Article 5.4 hereof), this shall be deemed as an offer for the conclusion of a Storage Service Agreement submitted to the Customer. In this event the date on which the Customer has signed the draft Storage Service Agreement shall be deemed as the date of signing, subject to the fulfilment of the requirements pursuant to the provisions of Article 7.3 hereof.
- 7.3. Storage Service Agreements with a term of
- 7.3.1. thirteen (13) years can bindingly be requested and concluded under the terms of a capacity allocation procedure to be published by the Provider at the Storage Portal not earlier than one year prior to the intended commencement of the Storage Period;
 - 7.3.2. five (5) years can bindingly be requested and concluded under the terms of a capacity allocation procedure to be published by the Provider at the Storage Portal not earlier than 6 Months prior to the intended commencement of the Storage Period;

- 7.3.3. one (1) year can bindingly be requested and concluded under the terms of a capacity allocation procedure to be published by the Provider at the Storage Portal not earlier than 3 Months prior to the intended commencement of the Storage Period;
- 7.4. For technical reasons of system processing, any Storage Service Agreement shall be concluded by the Provider and the Customer not later than ten (10) Working Days prior to the commencement of the Storage Period, otherwise the conclusion of any Storage Service Agreement shall be subject to the express written consent of the Provider. The requirement to conduct and pass the Communication Test shall not be affected hereby.
- 7.5. The Storage Capacities may only be contracted in m³ for the entire Storage Period.
- 7.6. The Bundled Products available mentioned in Articles 7.3.1 and 7.3.2 shall be allocated among the Customers in conformity with the chronological order of receipt of the Storage Services Requests, i.e. any complete Storage Services Request received earlier shall have priority over any complete Storage Services Request received later ("**First-Come, First-Served**").
- 7.7. The Unbundled Products and/or the Bundled Products available mentioned in Article 7.3.3 and shall be allocated among the Customers by means of an auction according to terms and conditions to be published by the Provider at the Storage Portal.
- 7.8. The Storage Period shall be applicable to the execution of the Storage Service Agreement.
- 7.9. The Storage Service Agreement entered into by the Provider and the Customer shall end upon expiration of the agreed Storage Period but the contractual payment obligations shall remain in force until the final settlement.

8. Subject of the Storage Service Agreement

- 8.1. Upon conclusion of a Storage Service Agreement pursuant to the provisions of Article 7 hereof between the Provider and the Customer, the Provider shall provide the Customer with the contracted Storage Capacities pursuant to the provisions of the Storage Service Agreement. The Customer shall, in particular, pay the Storage Fee.

- 8.2. The Customer shall be entitled to utilize the Storage Capacities provided by the Provider pursuant to the provisions of Article 8.1 hereof. Should the Customer utilize any Storage Capacities exceeding the specified parameters, the Customer shall pay Fee for Exceeding Storage Capacities pursuant to the provisions of the Storage Specification. The right of rejection pursuant to the provisions of Article 9.1 hereof shall remain unaffected.
- 8.3. The Natural Gas allocated and/or nominated for injection pursuant to the provisions of Article 15.1 hereof shall be delivered by the Customer to the Provider at the Injection Point.
- 8.4. The Provider shall accept the Natural Gas delivered by the Customer for injection at the Injection Point pursuant to the provisions of Article 8.3 hereof at the same time and at the same quantity.
- 8.5. The Provider shall deliver the Natural Gas allocated and/or nominated by the Customer for withdrawal at the Withdrawal Point pursuant to the provisions of Article 15.1 hereof at the same quantity pursuant to the provisions of Article 8.4 hereof.
- 8.6. The Customer shall accept the Withdrawal Gas made available by the Provider for withdrawal at the Withdrawal Point pursuant to the provisions of Article 8.5 hereof at the same quantity in m³.
- 8.7. A withdrawal of the Natural Gas shall require the prior Injection. The Customer's Storage Account shall never be lower than zero (0) or higher than the Working Gas Volume agreed upon in the Storage Service Agreement.
- 8.8. Nominations may also be made on behalf of the Customer by any mandated third party. This third party shall be able to comply with the operational provisions of the Storage Services Agreement. However, the Customer shall remain liable for the Nominations made on its behalf.
- 8.9. In the course of injection and withdrawal, the quantities of Injection Gas and/or Withdrawal Gas owned by any individual Customer may be mixed with Natural Gas quantities owned by other Customers. There shall be no need for the Provider to ensure the Identity of the origin of the Natural Gas. The Injection Gas shall remain the (joint) property of the Storage Customer(s).

9. Exceeding Storage Capacities

- 9.1. The Customer shall be entitled to utilize the Storage Capacity contracted pursuant to the provisions of the Storage Service Agreement in the form of Bundled and/or Unbundled Products. The Customer shall not be entitled to utilize the Storage Capacities beyond the terms and conditions agreed. The Provider shall be entitled to reject any such utilization ("**Right of Rejection**").
- 9.2. In case the Customer's allocation of Natural Gas quantities at the Delivery Point in any Hour exceeds the Injection Capacity or the Withdrawal Capacity, respectively, an Exceeding Storage Capacities has occurred. Said Exceeding Storage Capacities will be determined by subtracting the total hourly Injection Capacity or total Withdrawal Capacity contracted by the Customer under all the Storage Service Agreements together for the Hour concerned from the hourly Natural Gas quantities allocated to the Customer under all the Storage Service Agreements in total for the same Hour. An hourly excess shall be without prejudice to the contracted Storage Capacities.
- 9.3. In case of an exceeding of the Injection Capacity or Withdrawal Capacity by the Customer and in case that the Provider doesn't exercise its Right of Rejection in accordance with Article 9.1 hereof the Provider has the right to charge a Fee for Exceeding Storage Capacities in accordance with the Storage Specification. The exceeding will for each and every Storage Day be the maximum hourly exceeding of that day. The Fee for Exceeding Storage Capacities will for said Storage Day be determined in accordance with the procedure described in the relevant Storage Specification, unless the Customer is not responsible for the excess. The amount of Fee for Exceeding Storage Capacities determined in accordance with Article 9.2 above and the Storage Specification shall be allocated on every Storage Service agreement pro rata on the basis of the contracted Injection/Withdrawal Capacity and shall be invoiced accordingly.
- 9.4. In case during any Hour the Customer's Storage Account is less than zero (0) the Customer has exceeded its Customer's Storage Level. The quantity of Natural Gas between the Customer's Storage Level and zero (0) shall be deemed to be delivered by the Provider to the Customer and will be charged at a price in accordance with the Storage Specification, unless the Customer is not responsible for the excess.

- 9.5. In case the during any Hour the Customer's Storage Level has exceed the Working Gas Volume, this exceeding Natural Gas quantities shall be deemed delivered by the Customer to the Provider and shall be invoiced pursuant to the provisions of the Storage Specification, unless the Customer is responsible for the excess.
- 9.6. There shall be no Ownership Transfer of any exceeding Natural Gas quantities mentioned in Articles 9.4 and 9.5. The rights and obligations related to the delivery and the invoicing of the exceeding Natural Gas capacities shall be settled between the Parties in form of money payment.
- 9.7. The Provider shall inform the Customer as soon as reasonably possible about the circumstances causing the payment of a Fee for Exceeding Storage Capacities.

10. Secondary Trading

- 10.1. The Customer shall be entitled to wholly or partially sublet its Storage Capacities to a third party subject to a prior written notice to the Provider.
- 10.2. In case of a sublet the Customer shall remain liable to the Provider with regard to its obligations in accordance with the Storage Services Agreement, in particular obligations to pay the respective Storage Fee and to provide any credit security that is required.
- 10.3. Notwithstanding the above any Contractual Counter-Party may transfer the Storage Services Agreement to a third party in accordance with the provisions described in Article 33 hereof.

11. Transfer of Natural Gas

- 11.1. Customer shall be entitled to transfer the ownership of the Natural Gas stored in a Storage Facility to other Customer(s) of a Storage Facility ("Ownership Transfer").
- 11.2. The Provider however has the right to reject the transfer, however, giving to the Customers the substantiated reasons for such rejection.

12. Deprivation of the Storage Capacities (Use-it-or-lose-it principle)

- 12.1. To prevent or remedy abusive hoarding of Storage Capacities in the Storage Facility, the Provider shall be entitled to deprive the Customer which does not utilize its Storage Capacities contracted pursuant to the provisions of the Storage Service Agreement, any rights related to or associated with the contracted Storage Capacities or derived from such Storage Capacities. The Customer shall, vice versa, lose any of these rights to the extent and for the period for which the abusively hoarded Storage Capacities are required, provided the following preconditions have been fulfilled:
- There is a bottleneck of Storage Capacities, and
 - The Customer concerned has not utilized the Storage Capacities contracted pursuant to the provisions of the Storage Service Agreement for at least eleven (11) consecutive Months.
- 12.2. The Provider shall notify the Customer in writing that the preconditions defined in Article 12.1 hereof have been occurred. In this notice ("**Warning of Deprivation**"), the Provider shall state the beginning, extent and duration of the Deprivation of the Storage Capacities. Upon receipt of the Warning of Deprivation the Customer shall offer the relevant Storage Capacities to a third party within one (1) Month.
- 12.3. Should the Customer fail to offer the relevant Storage Capacities to a third party in accordance with the procedure described in Article 12.2 hereof, the Provider shall be entitled to issue a Notice of Deprivation. Said Notice of Deprivation shall outline the beginning, the duration and extend of the Deprivation of the relevant Storage Capacities.
- 12.4. The Customer shall be entitled to object to the Deprivation of Storage Capacities by the Provider in writing within ten (10) Working Days upon receipt of the Notice of Deprivation pursuant to the provisions of Article 12.3 hereof (Customer's Counter-Notice of Deprivation). The objection shall be deemed justified if the Customer can prove conclusively that it continues to require the Storage Capacities which the Provider demands to be released in order to fulfil existing contractual obligations.
- 12.5. If the Customer's Counter-Notice of Deprivation has been submitted within the period specified and has been sufficiently substantiated, it shall be the Providers' discretion to accept the objection and to abandon the Notice of Deprivation. Should the Provider not abandon the Notice of Deprivation, the decision on such Deprivation can be transferred to an independent third

party to be mutually nominated by both the Provider and the Customer. Any decision made in this respect shall be binding upon both the Provider and the Customer.

12.6. Subject to the provisions of Articles 12.4 and 12.5 hereof, the Customer shall be exempt from any payment obligations pursuant to the provisions of the Storage Service Agreement to the extent specified in the Notice of Deprivation, should the Deprivation of the Storage Capacities become effective pursuant to the provisions of Article 12.3 hereof.

13. Customer's Storage Account

13.1. The Provider shall keep a Customer's Storage Account for any Customer, indicating both the Customer's Storage Level on a monthly basis and the Natural Gas Quantities injected and/or withdrawn by this Customer. To the extent possible for the Provider from a technical as well as economically reasonable point of view, the Provider shall keep the Customer's Storage Account on a weekly, daily or hourly basis. The Customer's Storage Account shall be kept in m³.

13.2. The Customer's Storage Account shall for each and every hour be credited with the quantities of Injection Gas delivered by the Customer to the Provider at the Delivery Point.

13.3. The Withdrawal Gas made available by the Provider to the Customer at the Delivery Point shall for each and every hour be debited to the Customer's Storage Account.

13.4. Not later than on the 25th Day of any Month, the Provider shall provide the Customer with a Monthly Storage Record for the previous Month, indicating the total quantities of Natural Gas injected and/or withdrawn by the Customer.

14. End of the Storage Period

14.1. The Customer's Storage Level at the end of the Storage Period of its Storage Services Agreement shall be zero (0). The Customer shall achieve this by withdrawing its Natural Gas. In case the Storage Services Agreement has been terminated according to Article 16 hereunder then the Provider shall grant the Customer a mutually acceptable time period to comply with the above withdrawal obligation.

- 14.2. In case the Customer has not been able to bring its Customer's Storage Level to zero (0) by the end of the Storage Period due to an event of Force Majeure as described in Article 28 hereof or for any other reason beyond the Provider's control pursuant to the provisions of Article 29 hereof it shall have the right to bring back its Customer's Storage Level to zero (0) within a mutually acceptable time period.
- 14.3. The Customer shall withdraw its Natural Gas by the end of the Storage Period specified in the Storage Service Agreement or after expiration of the mutually acceptable time period specified in Articles 14.1 and 14.2 hereof. In case the Customer fails to withdraw its Natural Gas by the end of the Storage Period the Contractual Counter-Parties shall mutually agree upon the transfer of the ownership of the Natural Gas, monetary compensation or any other mutual consent.

15. Fulfilment of the Storage Service Agreement

- 15.1. The Customer shall nominate to the Provider the Injection Gas and the Withdrawal Gas in accordance with the procedure laid down in the Operating Agreement.
- 15.2. On the basis of the Nomination submitted by the Customer pursuant to the provisions of Article 15.1 hereof, the Provider shall be responsible for the execution of the Storage Service Agreement at the Delivery Point.
- 15.3. The Natural Gas quantities at the Delivery Point shall be calculated in compliance with the terms and conditions of the Allocation Procedure agreed upon by the Provider and the Neighboring Network Operator. Further details shall be specified in the Operating Agreement.
- 15.4. Without prejudice to Articles 15.1 and 15.2 hereof the Provider and/or the Customer shall notify each other without undue delay in the event that they temporarily or for a longer period of time shall be unable to deliver or to accept the nominated quantities of Natural Gas at the Delivery Point.

16. Interruption of Services and Termination

- 16.1. The Provider has the right pursuant to Sections 16, 16a of the German Energy Industry Act (EnWG) to either interrupt or adjust the contractually agreed services under the Storage Services Agreement.

- 16.2. The Provider shall be entitled to interrupt any Storage Services at any time without prior notice, if required and justified in particular, in order to:
- prevent or avert an imminent danger to personnel, facilities or environment, or
 - ensure that interferences with the operations of other Customers or any adverse effects on the operation of the Storage Facility and its equipment or of third parties are avoided, or
 - to prevent the Natural Gas to bypass or damage the metering equipment upon injection or withdrawal, or
 - in case that comparable circumstances do exist or that comparable measures have been taken in the country in which the Contractual Counter-Party has its registered office.
- 16.3. In the event that the Customer is not responsible for the reasons of Storage Services interruption specified in Article 16.2 hereof, the Storage Services shall be interrupted only to the extent and for the period required to eliminate the reasons for interruption. Should the Customer be responsible for the aforementioned reasons for Storage Services interruption, it shall, upon the Provider's written notice, discontinue such interferences without undue delay. Should the Customer refuse to discontinue the interferences upon receipt of the aforementioned notification, or should the reasons for Storage Services interruption recur due to circumstances for which the Customer is responsible, the Provider shall be entitled to terminate the Storage Service Agreement with immediate effect.
- 16.4. Notwithstanding the provisions of Articles 16.1-16.3 hereof, any Contractual Counter-Party shall be entitled to suspend its contractual obligations in the event that the provisions of the Storage Service Agreement have been grossly violated particularly due to non-fulfilment of payment obligations by the Customer, or that the Provider has not fulfilled his material obligations to provide the Storage Services agreed, unless the other Contractual Counter-Party has taken remedial measures within 2 (two) weeks upon receipt of written notice. Should such violation recur after notification by the other Contractual Counter-Party, this Contractual Counter-Party shall be entitled to terminate the Storage Service Agreement with immediate effect.
- 16.5. Furthermore, each Contractual Counter-Party shall be entitled to terminate the Storage Service Agreement with immediate effect, in case

- the other Contractual Counter-Party has filed an application for opening insolvency proceedings on its assets,
- directives pursuant to Section 22 of the German Insolvency Act (InsO) have been issued against the other Contractual Counter-Party, or
- insolvency proceedings against the other contracting party have been opened or their opening has been rejected for lack of funds, or
- similar proceedings or events under the area of application of any other jurisdiction occur;

Section 314 of the German Civil Code (BGB) and any claims for damages shall remain unaffected.

16.6. In case contractually agreed Storage Services have been interrupted, the Contractual Counter-Parties shall resume fulfilment of their respective contractual obligations without undue delay, as soon as the reasons for suspension have ceased to exist.

16.7. Upon termination of the Storage Services Agreement the Contractual Counter-Parties shall no longer be liable to each other for any contractual claims that have arisen after termination of the Storage Services Agreement. The obligation of confidentiality pursuant to the provisions of Article 32 hereof shall remain unaffected.

17. Delivery Point

17.1. The Customer shall deliver and the Provider shall accept the Injection Gas at the Delivery Point. Title to the Injection Gas shall remain with the Customer. The Parties are entitled to agree upon the additional Delivery point by request of the Customer. All and any costs and expenses connected with the adjustment of the additional Delivery Point are to be borne by the Customer.

17.2. The Provider shall deliver and the Customer shall accept the Withdrawal Gas at the Delivery Point.

18. Measurement at the Delivery Point

18.1. Measurement at Delivery Point shall be performed by the Provider or by any third party so commissioned by the Provider.

18.2. Measurement shall be performed by the Provider or any third party on its behalf and the Neighbouring Network Operator at the Delivery Point in accordance with the generally accepted principles of measurement technology.

19. Pipeline

19.1. Access to the Storage Facility shall be provided through a connection pipeline to the network interconnection point/border crossing point Neuhofen close to Burghausen of Bayernets GmbH. The Customer shall deliver the quantities of Natural Gas to be stored at the network interconnection point/border crossing point Neuhofen close to Burghausen for injection into the Austria–Bavaria Gas Connection Pipeline and shall accept them at this point after withdrawal if not agreed otherwise between the Parties taking into account the provisions of Article 19.2 below.

19.2. Each Customer shall be solely responsible for entering into separate agreements for the transportation of the Natural Gas to be injected to the Injection Point and, at withdrawal, from the Withdrawal Point. For the sake of clarity the relevant published Storage Fee does already include transportation costs for using the connection pipeline from the Delivery Point to the Storage Facility and back for the Natural Gas to be either injected or withdrawn and within the network of the surface storage facilities only and the delivery/acceptance thereof at the Delivery Point.

20. Quality specification

20.1. The Natural Gas quality specifications are defined in the Storage Specification attached hereto as amended.

20.2. The Customer shall deliver Natural Gas at the Delivery Point in compliance with the provisions of the Storage Specification. The Customer shall notify the Provider in writing without undue delay of any Natural Gas delivered at the Delivery Point in non-compliance with the provisions of the Storage Specification (Off-Spec Natural Gas) by providing detailed information on the nature, extent and duration of the deviation.

20.3. The Provider shall at any time be entitled to reject either completely or partly any Off-Spec Natural Gas delivered at the Delivery Point and request the Customer to discontinue delivery of such Off-Spec Natural Gas at the Delivery Point either completely or partly. Upon receipt of the written notice

pursuant to the provisions of Article 20.2 hereof, the Provider shall notify the Customer whether and to what extent the Provider shall be ready to accept the Off-Spec Natural Gas.

- 20.4. In the event that the Provider rejects the Off-Spec Natural Gas pursuant to the provisions of Article 20.3 hereof, the Provider shall be adequately exempt from its obligations assumed pursuant to the provisions of the Storage Service Agreement.
- 20.5. The Provider shall deliver Natural Gas at the Withdrawal Point in compliance with the provisions of the Storage Specification. The Provider shall notify the Customer without undue delay in writing of any Off-Spec Natural Gas delivered at the Withdrawal Point, by providing detailed information on the nature, volume and duration of the delivery of the quality deviation.
- 20.6. The Customer shall be entitled to reject either completely or partly any Off-Spec Natural Gas delivered at the Delivery Point, unless the Natural Gas quantities have been injected by the Customer in non-compliance with the provisions of the Storage Specification. The Customer shall be obliged, if required, to notify the Provider in due time of the receipt of notification pursuant to the provisions of Article 20.5 hereof, whether and to what extent the Customer shall be ready to accept the Off-Spec Natural Gas.
- 20.7. The Customer's right of rejection according to Article 20.6 hereof shall not apply if and to the extent the quality deficiency of the Natural Gas at the Delivery Point has been caused by the Customer's previous delivery of Off-Spec Natural Gas at the Delivery Point.

21. Gas Pressure

- 21.1. The Customer shall ensure that the Injection Gas shall be delivered at the Delivery Point at a Gas Pressure allowing acceptance of the Natural Gas for storage in the Storage Facility or its connection pipeline.
- 21.2. The Provider shall deliver the Withdrawal Gas to the Customer at the Delivery Point at a Gas Pressure allowing acceptance of the Natural Gas in the Neighbouring Natural Gas Network, taking into account the agreements entered into by and between the Provider or any third party on its behalf and the Neighbouring Network Operator.

22. Technical Requirements

- 22.1. For technical reasons minimum gas flow for Natural Gas are necessary at the Storage Facility. The Customer's right to utilise its Storage Capacities shall be subject to the minimum gas flow defined in the Storage Specification. The above mentioned minimum gas flow shall not affect the Customer's right to book Storage Capacities below this minimum throughput. In case the Customer's Nomination together with the accumulated Nominations of all other Customers for any hour fall short of the minimum gas flow the Provider has the right to reject the Nominations of all Customers for said hour. However, the Provider shall use reasonable endeavours to enable a gas flow in said hour.
- 22.2. The Customer's right to utilise its Storage Capacities shall be subject to the flow reversal times and start-up times described in the relevant Storage Specification.
- 22.3. Injection or withdrawal, respectively, may not be possible during the whole Year.
- 22.4. The Customer's right to utilise its Storage Capacities shall be subject to the limitations by the Injection Parameters or Withdrawal Parameters laid down in the relevant Storage Specification.

23. Maintenance and Repair

- 23.1. The Provider shall be entitled to carry out maintenance work (servicing, inspection and repair) on both the Storage Facility and the connecting pipeline and to perform construction, reconstruction or extension of the facilities concerned. Should the aforementioned work to be carried out prevent the Provider from fulfilling its obligations pursuant to the provisions of the Storage Service Agreement, the Provider shall be released from the fulfilment of such obligations. The Provider shall particularly be entitled to curb injection or withdrawal of Natural Gas to the extent required for carrying out maintenance on the facilities concerned. The Customer's obligation to pay the agreed Storage Fee shall continue to be effective provided that the maintenance to be carried out by the Provider shall not exceed a period of 4 Weeks in spring and 3 Weeks in autumn during a Calendar Year, and that the Provider shall be prevented from fulfilling its contractual obligations irrespective of any scheduled or unscheduled maintenance.

Maintenance work shall, to the extent possible, be carried out as follows:

- In the course of transition from the injection period (usually from April till October) to the withdrawal period (usually from October till April) and vice versa;
- Any drying equipment and units not used for injection shall be maintained during the injection period;
- Any equipment and units not used for withdrawal shall be maintained during the withdrawal period.

23.2. The Provider shall notify the Customer well in advance and in an appropriate manner of any work to be carried out pursuant to the provisions of Article 23.1 hereof. Any scheduled maintenance and repair shall be published on the Storage Portal. The Provider shall, to the extent practicable, notify the Customer well in advance of any unscheduled maintenance and repair. In the event that circumstances prevent the Provider from notifying the Customer well in advance of any maintenance and repair to be carried out, particularly in the event of imminent danger, the Provider shall notify the Customer immediately after he had learned about such work to be carried out. Notification shall be deemed as being appropriate if published on the Storage Portal. As far as practicable and as can reasonably be expected from the Provider, the Provider and the Customer shall agree on a date for the work to be carried out.

23.3. In the event that the work to be carried out pursuant to the provisions of Article 23.1 hereof which does not constitute work in terms of Article 17, Paragraphs 2 and 3 of the German Energy Industry Act (EnWG), causes a reduction of the contracted Storage Capacities at the Delivery Point for a period exceeding 7 Weeks in each Storage Year, the Customer shall be released from its payment obligations depending on the duration and the extent of any such reduction in a period exceeding 7 Weeks as mentioned above.

23.4. The Provider shall also be released from his obligations pursuant to the provisions of Article 23.1 hereof in the event that the Neighbouring Network Operators carry out work pursuant to the provisions of Article 23.1 hereof and the Provider shall thus be wholly or partly prevented from fulfilling his obligations pursuant to the provisions of the Storage Service Agreement due

to such work. However, the Provider shall endeavour to agree to any work required for maintenance, inspection or repair of the Storage Facility and the facilities connected to Neighbouring Network Operators with the Neighbouring Network Operators concerned.

24. Invoicing and Payment

- 24.1. The Provider invoices the Customer for 1/12 part of the annual Storage Fee every Month in which the Storage Services are provided on or before the tenth (10th) Day of the current Month by transmitting by fax or e-mail a copy of an invoice for an amount that covers the Storage Services to be performed during the Month. In addition the original of such invoice will be sent by mail.
- 24.2. In addition to the amount invoiced the Provider shall be entitled to include any other outstanding amounts in this invoice, in particular, any other amounts payable pursuant to the provisions of the Storage Service Agreement including Fee for Exceeding Storage Capacities, fees, charges, reimbursement, compensation for damage, subsequent charges, interest, accrued taxes, other fiscal charges and any other amounts payable.
- 24.3. Any fee related to the Exceeding Storage Account and Exceeding Storage Capacities and/or any reimbursement shall be invoiced to the Customer in the Month following the Month in which the Storage Services were provided.
- 24.4. The Customer shall pay the invoiced amount by bank transfer to the bank account indicated in the invoice. The invoice shall be paid before the 25th Day of the Month in which the Storage Services were provided and the respective invoice was issued (the "Due Date"). However, the Customer shall not be obliged to pay earlier than five (5) Working Days after receipt of the invoice. An invoice shall be deemed received by the Customer upon receipt by fax.
- 24.5. The amount invoiced shall be payable without any deductions except for obvious errors, irrespective of whether the total amount or part of it shall be disputable. In case the Provider fails to submit to the Customer in good time the corresponding invoices, the Due Date for payment of such invoices for the Customer shall be postponed by the same number of Days the Provider was late in submitting such invoices. Should the Due Date not fall on a Working Day, payment shall fall due on the following Working Day. Unless

otherwise agreed, payment shall be made in Euros. Any bank charges incurred shall be borne by the Customer.

- 24.6. The final reconciliation invoice shall be submitted by the end of each Storage Year, however not later than on termination of the Storage Service Agreement.
- 24.7. Should the Customer fail to make payment by the Due Date, the Provider shall be entitled starting from the Due Date to charge annual interest to the amount of five (5) percent above the currently valid 3-month EURIBOR rate adopted by the European Central Bank on the amount payable. The payment of interest shall be without prejudice to further claims of the Provider in case of a late payment.
- 24.8. An invoice shall be deemed approved of by the Customer if the Customer does not object with the Provider to such invoice within seven (7) Days of receipt. Objections made to an invoice do not entitle the Customer to extend the time for payment or to refuse payment or to reduce the amount payable of uncontested elements of the invoice amount. Justified objections shall entitle the Customer solely to claim reimbursement including interest to be made on the occasion of the next date of submission of invoice.
- 24.9. Payments shall be made into the bank account given on the invoice. The value date of crediting the account given on the invoice shall be proof of compliance with the period set out in Article 24.4 hereof. The account given on the invoice shall basically correspond to the bank account included in the Storage Service Agreement. However, the Provider shall be entitled to change the bank account at any time provided that the Customer is notified of any such change accordingly.

25. Taxes and levies

- 25.1. In the event that taxes and/or other fiscal charges on the Storage Fee, including taxes or other fiscal charges on services forming the basis for such fees, have been introduced, abolished or modified, the Provider shall have the right to increase or reduce the amount of the Storage Fee agreed in the Storage Specification accordingly, with effect from the date on which such taxes or other fiscal charges were imposed, abolished or changed. This shall also apply to any fees and charges introduced, abolished or modified by virtue of other national, European or international legal regulations, administrative acts or orders issued by the authorities.

- 25.2. All Storage Fees shall be exclusive of taxes. Such taxes, if any, shall be paid by the Customer in addition to this fee.
- 25.3. The Storage Fee to be paid and any related surcharges shall form the fee in terms of the applicable Turnover Tax legislation and are exclusive of value added tax (VAT). Any statutory VAT, if any, shall be invoiced and be paid in accordance with applicable legislation by the Customer in addition to such fee mentioned above.

26. Securities

- 26.1. The Customer requesting the Storage Services shall provide the financial security in amount of 50% of annual Storage Fee calculated for the requested capacity for the first Storage Year in EUR in order to demonstrate creditworthiness of the potential Customer and to cover its liabilities to the Provider arising from its participation in the capacity allocation and to secure the payments which are due according to the Storage Service Agreement (hereinafter referred to as the "Financial Security").
- 26.2. The obligation to provide the Financial Security under clause 26.1 above shall not apply to the Customers which have achieved an annual audited turnover exceeding 100000000,00 EUR (in words: one hundred million Euros) (or equivalent) in the financial year, ending on 31 December 2012, or (if the financial year of the Customer does not correspond to the calendar year) for the financial year, immediately preceding the capacity allocation, with respect of which the audited annual financial statements are available.
- 26.3. Customers may provide the Financial Security only by depositing the Financial Security determined clause 26.1 to be credited to the Provider's bank account. If the potential Customer fails to provide the Financial Security under clause 26.1 or meet the criteria for exception under 26.2, the Provider shall not recognize such Customer as a Qualified Storage Customer and is not obliged to conclude the respective Storage Service Agreement.
- 26.4. The Provider shall return the Financial Security to bank account of the Customer within 3 Months after conclusion of the Storage Service Agreement. In case the Customer breaches the contractual obligations specified by the Clause 28.3 below, the Provider is entitled to claim the sum of the Financial Security in order to compensate the damages.

27. Force Majeure

- 27.1. The Contractual Counter-Parties shall be released from their obligations under the Storage Services Agreement if and as long as they are prevented from carrying out these obligations by an event of Force Majeure whose prevention would have caused them unreasonable expenditure. The expression "Force Majeure" shall mean any external, unforeseeable event, which could not have been prevented completely or in due time by exercising appropriate care or by technical and economic measures, that could have reasonably been expected to be taken. The occurrence of such event shall be beyond the reasonable control of the Contractual Counter-Parties claiming the occurrence of an event of Force Majeure. Events of Force Majeure shall include, inter alia: natural events, natural disasters, acts of terrorism, war and hostilities, strikes or any other labour dispute actions, fire, legal action or measures taken by governmental bodies regardless of whether the decisions taken are legitimate including countersanctions, embargoes, export/import bans, incidents and events requiring urgent inspection/repair work, measures required to remove immediate danger.
- 27.2. The inability of the Customer to pay the agreed Storage Fee for the Storage Services provided, irrespective of the nature of inability, shall not be deemed as an event of Force Majeure.
- 27.3. The Provider shall particularly be entitled to reduce the Storage Services to the extent considered practicable and necessary due to Force Majeure.
- 27.4. Either Contractual Counter-Party shall be released from its contractual obligations provided that the other Contractual Counter-Party is prevented from fulfilling its contractual obligations.
- 27.5. The Contractual Counter-Party affected by Force Majeure shall notify the other Contractual Counter-Party without undue delay of the expected duration of the event of Force Majeure. Either Contractual Counter-Party shall be released from the fulfilment of any obligations as early as at the occurrence of an event of Force Majeure rather than on notification of the other Contractual Counter-Party by Contractual Counter-Party claiming the occurrence of an event of Force Majeure. The Contractual Counter-Party affected by Force Majeure shall endeavour to resume fulfilment of the obligations assumed pursuant to the provisions of the Storage Service Agreement by taking all measures technically practicable and reasonable from an economic point of view.

- 27.6. If, and to the extent that a Contractual Counter-Party uses facilities owned by third parties in order to fulfil its contractual obligations, any circumstance or event constituting an event of Force Majeure pursuant to the provisions of Article 28.1 hereof shall be deemed as an event of Force Majeure for the benefit of this party also pursuant to the provisions of the Storage Service Agreement.
- 27.7. If Provider have reason to fear that non-compliance with the provisions of any Storage Service Agreement by the Customer may cause considerable impairment to the Storage Facility, any rights of third parties or the supply security, the Provider shall be entitled to reduce, limit or discontinue the provision of the Storage Services.
- 27.8. Should the period of duration of any event of Force Majeure and its consequences exceed a period of two (2) Months, the Contractual Counter-Parties shall enter into negotiations with a view to reaching a mutually acceptable agreement on the further execution of the Storage Service Agreement signed. Termination of the Storage Service Agreement due to Force Majeure shall only be possible by mutual consent of the Contractual Counter-Parties.
- 27.9. Any payment obligation that may have been assumed pursuant to the provisions of any Storage Service Agreement shall be fulfilled despite of the occurrence of an event of Force Majeure.

28. Liability

- 28.1. The Provider shall be fully liable for any injury to life, limb or health caused by its fault or the fault of its vicarious agents and legal representatives due to wilful intent or negligence.
- 28.2. The Provider shall be fully liable for any damage caused by its actions, its vicarious agents or legal representatives as a result of a breach of obligations due to wilful intent or gross negligence.
- 28.3. In the event of a damage caused by negligence of the Provider, its vicarious agents or legal representatives, the Provider shall be fully liable only for damage caused as a result of a breach of any material contractual obligations which may jeopardize the achievement of the purpose of the Storage Service Agreement (cardinal obligations) and limited to damages that are customary in that part of business and foreseeable at the time of the conclusion of the Storage Service Agreement. The Provider's liability for a grossly negligent

breach of other contractual obligations shall be limited to two million five hundred Euros (EUR 2500000,00) per event causing the damage and in total to ten million Euros (EUR 10000000,00).

- 28.4. The exclusions and limitations of liability pursuant to the aforementioned Articles 29.1-29.3 hereof shall also apply to any claims filed against legal representatives, employees and vicarious agents of the Provider.
- 28.5. Any claims arising from the express assumption of guarantees and from strict liability shall not be affected by the aforementioned exclusions and restrictions of liability.
- 28.6. The Provider shall be liable for any direct damage only. Any liability for indirect damage, loss of profit and any other consequential loss shall be excluded to the extent permitted by law.
- 28.7. Should any claim asserted by a third party against any Contractual Counter-Parties result in liability for damages (liability of compensation) of the Contractual Counter-Parties for each other, the liability of compensation shall be limited to the amount of compensation paid to the third party due to the direct damage caused to this third party.

29. Data Disclosure and Processing

- 29.1. The Provider shall be entitled to disclose any consumer and account-related data and contractual data to any Neighbouring Network Operator provided that such disclosure shall be required to guarantee the proper execution of the Storage Services Agreement. The Customer shall consent to the automatic data processing by the Provider or any company so commissioned by the Provider in compliance with the provisions of the Data Protection Acts, as amended.

30. Information Duties

- 30.1. The Provider and the Customer agree to provide the other Contractual Counter-Party with any information required for the execution of any Storage Services Agreement signed between the Contractual Counter-Parties and for the maintenance of the Storage Facility.
- 30.2. The Customer agrees to notify the Provider in writing prior to signing the Storage Services Agreement and in case of amendments during the term of

the Storage Services Agreement of the status of the Natural Gas to be injected into the Storage Facility with regard to customs law.

30.3. As long as the Customer does not inform the Provider of the opposite the Provider may assume that the services rendered under the Storage Service Agreement are deemed to be performed exclusively at the registered offices of the Customer.

31. Confidentiality

31.1. The Contractual Counter-Parties agree to keep the contents of the Storage Services Agreement and any information obtained in connection with the Storage Services Agreement (hereinafter referred to as "**Confidential Information**") strictly confidential subject to the provisions of Article 32.2 and Articles 30 and 31 hereof, and not to disclose it to any third party without the prior written consent of the other Contractual Counter-Party. The Contractual Counter-Parties agree to use any Confidential Information exclusively for executing the Storage Services Agreement.

31.2. Each Contractual Counter-Party shall be entitled to disclose Confidential Information obtained from the other Contractual Counter-Party without the latter's written consent to:

32.2.1. an Affiliate provided that this company has assumed the same confidentiality obligation;

32.2.2. its representatives and consultants, provided that the disclosure of Confidential Information shall be required for the proper fulfilment of obligations pursuant to the provisions of the Storage Services Agreement and that such persons or companies have previously agreed to keep the information confidential, and such persons or companies are legally bound by statutory confidentiality requirements which are not less than those provided hereof, or

32.2.3. to the extent that the Confidential Information

- has legitimately already been known to the other Contractual Counter-Party at the time it received said Confidential Information;
- has already been disclosed to the public in a way other than by the action or omission of the Contractual Counter-Party receiving the Confidential Information;

- shall be disclosed by either Contractual Counter-Party by virtue of any law or any order issued by any court or authority; in this event the Contractual Counter-Party disclosing the Confidential Information shall notify the other Contractual Counter-Party accordingly without undue delay.

31.3. The confidentiality obligation shall end five (5) Years after the termination of the respective Storage Services Agreement.

32. Assignment of Rights and Obligations

32.1. Each Contractual Counter-Party shall be entitled to assign its rights and obligations pursuant to the provisions of the Storage Services Agreement to a third party subject to the prior written consent of the other Contractual Counter-Party. Such consent may not be unreasonably withheld by either Contractual Counter-Party. The Provider may reserve the right to terminate the Storage Services Agreement without notice within fourteen (14) Days in the event that it can prove technical, financial or safety-related doubts about the proper execution of the Storage Services Agreement by the third party.

32.2. A transfer of rights and obligations pursuant to the provisions of the Storage Services Agreement from the Provider to its Affiliate shall not be subject to the prior written agreement of the Customer, provided that the affiliated company shall be liable for the proper performance of the obligations so assigned.

33. Severability and Changed Circumstances

33.1. Should any individual provision of the Storage Services Agreement or any of its attachments and/or amendments be or become invalid, the validity of the remaining provisions of the Storage Services Agreement shall not be affected. The Contractual Counter-Parties agree to replace the invalid provision by a valid provision which comes closest to the economic and technical purposes of the invalid provision.

34. Arbitration and Applicable Law

34.1. The Parties agree to attempt to resolve all disputes that may arise under or in connection with this Agreement by amicable solution.

- 34.2. Any dispute, controversy, difference or claim of any kind whatsoever should arise out of or in connection with this Agreement between any Party and any other Party or Parties including any question regarding its existence, construction, interpretation, validity, breach or termination, it shall be finally settled by arbitration under the Rules of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. Such arbitration is to be conducted in the English language. The place of arbitration is Vienna, Austria.
- 34.3. The Contractual Counter-Parties agree to fulfil any obligations imposed on them by the arbitration award within the period set out therein. Any disputes arising from a Storage Service Agreement shall be exclusively and finally settled by arbitration.
- 34.4. Any Storage Service Agreement, its execution and interpretation shall be governed by German Law. The United Nations Convention for Contracts on International Sale of Goods (CISG) shall not apply.

35. Miscellaneous

- 35.1. The Storage Service Agreement is drawn up in English. Any document relating to a particular Storage Service Agreement (e.g. Storage Access Conditions) shall be in English.
- 35.2. The Operating Agreement as attached as Annex 1, the Storage Specification as attached in Annex 2 and the form of the Storage Service Agreement as attached as Annex 3 as amended shall form an integral part of the Storage Access Conditions.
- 35.3. Any amendment to or termination of a Storage Service Agreement shall become effective only in writing. This shall also apply to the waiver of compliance with the written-form requirement.
- 35.4. Any notices, declarations, applications or notifications submitted by one Contractual Counter-Party to the other Contractual Counter-Party must comply with applicable law and the pertinent generally accepted rules of the gas industry.
- 35.5. Any notices, declarations, applications or notifications from the Customer to the Provider must be sent to the address specified at the Storage Portal.

- 35.6. Any notices, declarations, applications or notifications from the Provider to the Customer must be sent to the address specified in the Storage Service Agreement.
- 35.7. Any notices, declarations, applications or notifications between Contractual Counter-Parties shall be in English.
- 35.8. Any Storage Service Agreement shall be executed in duplicate, one copy for each Contractual Counter-Party.

Disclaimer:

The present General Terms and Conditions to Access is a subject to any alterations that may be made by the Provider as a result of events, changes of circumstances or other factors that have occurred or arisen since the execution of the Storage Service Agreement.