

## 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 – 3 and the Terms and Conditions for participating in Auction No.... held by Erdgasspeicher Peissen GmbH via an Electronic Marketing Platform on ..... (hereinafter: "T&C Online Auctions") as agreed within the Auction No. ... of ..... based on the T&C Online Auctions. 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 the Storage Access Conditions (Annex 1 of this Agreement) and/ or in the T&C Online Auctions and not otherwise defined herein or unless the context requires otherwise, shall have the same meaning as in the Storage Access Conditions and/ or in the T&C Online Auctions.

## 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 Storage Specification (Annex 3 of this Agreement) as amended 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 units: .....  
[at maximum .... consisting of ... bundles and ...bundles]

Storage Period: ....., 06:00 CET – ....., 06:00 CET

### 3. Storage Fee

- 3.1. In accordance with the Storage Access Conditions (Annex 1 of 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 .....EUR/1000 m<sup>3</sup>/year.
- 3.3. The Variable Storage Fee amounts to 0.00363 EUR/m<sup>3</sup> for injected and withdrawn gas quantities payable as prepayment subject to the General Determination Procedure for the Variable Storage Fee as displayed on EPG's website in its respective version.
- 3.4. Article 5.1 of the Storage Specification (Annex 3 of this Agreement) in relation to the adjustment of the Fixed Storage Fee shall not apply.
- 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 of 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 of this Agreement) or outside an Auction pursuant to the provisions of Article 7 of the Storage Access Conditions (Annex 1 of 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 of 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 of 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 shall form an integral part of this Agreement:

- General Terms & Conditions of Access 4.0 (Annex 1 of this Agreement),
- Operating Agreement 4.0 (Annex 2 of this Agreement),
- Storage Specification 6.0 (Annex 3 of this Agreement)

## 9. Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle, .....

....., .....

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Name

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Name