

Storage Service Agreement

№ XXXX-XX-XX

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 entering into the following Storage Service Agreement (the "Agreement") including the respective valid version of its Annexes 1, 1a, 2 and 3 as agreed within the Auction No. 4/2023 of EPG based on the Terms and Conditions for participating in Auction 4/2023 (Annex 1a to the Storage Service Agreement; hereinafter "T&C Online Auction"). Upon conclusion of this Agreement, the Storage Service Provider entitles the Storage Customer to utilize the Storage Capacities in the Katharina Natural Gas Storage Facility (the "Storage Facility") to the extent agreed herein.

1. General conditions

Definitions assigned in this Agreement shall have the same meaning as defined in the Storage Access Conditions (Annex 1 to this Agreement) and/ or in the T&C Online Auctions unless otherwise defined herein or unless the context requires otherwise.

2. Storage Services

2.1. The Storage Customer agrees to contract the following Extended Bundled Product offered by the Storage Service Provider at the Storage Facility in accordance with the respectively valid Storage Specification (Annex 3 to this Agreement) as applicable on the date of conclusion of the Agreement at the Storage Fee stipulated herein:

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

EPG Extended Bundled Product	
Firm Working Gas Volume	47,808 MWh
Firm Injection Capacities	38 MWh/h
Firm Withdrawal Capacities	79.25 MWh/h

Number of Extended Bundled Products: XX

Storage runtime: 17.08.2023, 06:00 CE(S)T – 01.04.2024, 06:00 CE(S)T



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Total Booked Storage Capacities:	
Number of Bundled Product	
Firm Working Gas Volume	MWh
Firm Injection Capacities	MWh/h
Firm Withdrawal Capacities	MWh/h

The customer has to adhere to the following:

- a) From 17.08.2023 – 31.10.2023 no gas withdrawals are allowed to adhere to the storage filling levels as per § 35 b EnWG, which is applicable for firm storage capacities:

Injection period for EPG Extended Bundle Product	
Firm Working Gas Volume	47,808 MWh
Obligatory Injection path 17.08.2023 – 30.09.2023	38 MWh/h
Obligatory Injection path 01.10.2023 – 08.10.2023	11.75 MWh/h
Obligatory Injection path 16.10.2023 – 31.10.2023	11.75 MWh/h

- b) No gas movements are allowed from 01.11.2023 – 30.11.2023.
- c) No restrictions of any gas movements beyond the applicable stipulation in the GT&Cs of EPG.
For the sake of clarity: the Storage Customer has to adhere to the filling level of 40 % by 01.02.2024 as per § 35b EnWG.

3. Storage Fee

3.1. In accordance with the Storage Access Conditions (Annex 1 to this Agreement) and the Storage Specification (Annex 3), the Storage Customer is obliged to pay to the Storage Service Provider for the requested bundled Product described in Article 2 hereof a Storage Fee in EUR consisting of a Fixed Storage Fee and a Variable Storage Fee.

3.2. The Fixed Storage Fee amounts to _____ EUR/Extended Bundled Product/Storage runtime.



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- 3.3. Article 3.2 of the Storage specification (Annex 3 to this Agreement) shall not apply. Whereas article 7 of the Storage Specification applies for the period 01.12.2023 – 01.04.2024.
- 3.4. For the purposes of this Agreement the Variable Capacity Fee is fixed at 1 EUR/MWh for each injected MWh.
- 3.5. Referring to Article 5.1 of the Storage Specification (Annex 3 to this Agreement) it is agreed that for the purposes of this Agreement the Fixed Storage Fee shall not be annually adjusted.
- 3.6. All fees and prices mentioned in any applicable document are net fees and prices; any statutory turnover tax that is due shall be charged separately at the applicable tax rate.
- 3.7. The Storage Service Provider invoices the Storage Customer in accordance with Article 24 of the Storage Access Conditions (Annex 1 to this Agreement) using contact details of the Storage Customer listed below:

Company:

Contact Person:

Street, No.:

Town, Postal Code, Country:

Phone:

e-mail:

- 3.8. The Storage Customer may modify its contact details subject to preliminary written notification of the Storage Service Provider.

4. Term of the Agreement

The Agreement shall become effective upon conclusion of the Agreement within an Auction pursuant to Article 4 T&C Online Auctions (Annex 1a to this Agreement) or outside an Auction pursuant to the provisions of Article 7 of the Storage Access Conditions (Annex 1 to this Agreement) and shall expire at the end of the Storage Period as clarified in Article 2.2. hereof.

5. Operating of the Agreement

The details of the operational application of the Agreement have been described in the Operating Agreement (Annex 2 to this Agreement).

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Version 10.3 – 01/08/2023

6. New Gas Storage Law

In accordance with § 35b German Energy Act (“EnWG”) the following storage filling levels have to be reached:

- a) on 01.10.2024: 85% of the total booked Working Gas Volume
- b) on 01.11.2024: 95% of the total booked Working Gas Volume
- c) on 01.02.2025: 40% of the total booked Working Gas Volume

The aforementioned storage filling levels shall automatically be replaced and or extended, if the filling levels stipulated in section 35b EnWG are adjusted by the German Ministry for Economic Affairs and Climate Action (Bundesministerium für Wirtschaft und Klimaschutz) on the basis of an ordinance enacted as per Section 35b para 3 EnWG or if minimum storage filling levels are introduced on the basis of a European Directive or European Regulation by the EU Commission and not superseded by higher standards under German law.

In case the capacity booked by the storage customer is not used and it is foreseeable that the storage customer’s individual storage level will not meet the aforementioned filling levels, the Storage System Provider is entitled to transfer the unused capacity to the extent necessary to meet the aforementioned filling levels to the Market Area Coordinator (Marktgebietsverantwortlicher) within the Section § 3 No. 26a EnWG until the end of the storage year. Such transfer includes the respective working gas volume, entry capacity and exit capacity that are necessary to meet the aforementioned storage levels.

In case of such transfer the storage customer remains fully liable to pay the fixed storage fees for the transferred capacities and the fixed and variable storage fees for the capacities that have not been subject to the transfer to the Storage System Provider.

For the avoidance of doubt, the parties explicitly agree that Section 12 of the Storage Access Conditions shall not apply to any transfer of capacity pursuant to this Section.

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

In deviation of clause 27.1 of GT&Cs the Agreement can be terminated under the conditions specified in this clause only upon mutual Agreement of the Parties.

8. Severability Clause

Should a provision of the Agreement (including its Annexes) or any other related documents be or become invalid or unenforceable, the validity of the remaining provisions of the Agreement (including its Annexes) or any other related documents shall not be affected thereby. In such case, the Parties agree to replace the invalid or unenforceable provision by a legally valid provision that as closely as possible 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.

9. Precedence of the Agreement

In case of deviations and/or contradictions between the provisions of the Agreement and the provisions of the Storage Access Conditions (Annex 1 to this Agreement) the provisions of the Storage Service Agreement shall prevail.

10. Integral parts of the Agreement

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

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

11. Signatures of the Parties

The Storage Service Provider

The Storage Customer

Halle,

.....,

Thomas Geier Kseniia Kliushkina
