

# **Storage Service Agreement**

between

**Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG**  
**- EKB -**

and

[ ]  
**- the Storage User -**

## FORM OF AGREEMENT

This Storage Service Agreement is made this [\_\_] day of [\_\_] ("**Execution Date**")

Between:

**ETZEL-KAVERNENBETRIEBSGESELLSCHAFT mbH & Co. KG**, a company existing under the laws of Germany, registered in the commercial register of the local court Bremen under HRA 26458 ("**EKB**");

And

[\_\_] ("**the Storage User**").

EKB and the Storage User are also referred to as a "**Party**" or together as "**Parties**".

## § 1 Contract Parts and Definitions

1.1 This Storage Service Agreement shall comprise the following documents:

PART A – THIS FORM OF AGREEMENT including its Appendix 1, and

PART B – THE GENERAL TERMS AND CONDITIONS ("GT&C"), as published by EKB on the Storage Website from time to time, including all GT&C Appendices.

1.2 In the event of inconsistencies between the documents forming this Storage Service Agreement, the precedence of the documents shall be as follows:

- (a) this Form of Agreement
- (b) GT&C Appendix II (operational rules)
- (c) GT&C main body
- (d) GT&C Appendices (except GT&C Appendix II).

1.3 Capitalized terms shall have the meaning as defined in this Form of Agreement and in the GT&C.

1.4 All references to Sections (or §§) or paragraphs of the GT&C, including the GT&C Appendices, in this Form of Agreement refer to version 1.0 of the GT&C and each GT&C Appendix and shall be read as references to those Sections or §§ as amended or renumbered in later versions of the main body of the GT&C and GT&C Appendices, as applicable.

## § 2 Capacity

2.1 EITHER [The Storage User has booked the Capacity Rights set out in the table in Appendix 1 .] OR [As at the Execution Date the Storage User has not booked any Firm Capacity Rights but has entered into this Storage Service Agreement in order to



be able to use Interruptible Capacity Rights and to take Capacity Transfers and Capacity Assignments from other Storage Users.]

- 2.2 In the event that the Storage User books [more]/[any] Firm Capacity Rights from EKB under this Storage Service Agreement that are not Firm Short Term Capacity Rights, then Appendix 1 shall be amended accordingly to reflect such bookings.
- 2.3 Appendix 1 shall not require an amendment to reflect the booking of any Firm Short Term Capacity Rights by the Storage User or any Capacity Transfers or Capacity Assignments.
- 2.4 Any Booked Capacity Rights may change in accordance with the rules set forth under the GT& C.

### **§ 3 Term**

- 3.1 The "**Storage Term**" for each Booked Capacity Right (other than a Firm Short Term Capacity Right) is set out in the column headed "Storage Term" in Appendix 1 and the "**Storage Term**" for each Firm Short Term Capacity Right shall be as agreed with EKB at the time such Firm Short Term Capacity Right is booked.
- 3.2 This Storage Service Agreement shall become effective on the Execution Date and shall expire at [the later of (i) 0600 hours on [●] or (ii)] the end of the Storage Year during which the Storage Term with the latest expiry date ends, unless it is terminated before such date in accordance with the GT&C.

### **§ 4 Unit Tariffs for Firm Capacity Rights**

- 4.1 The Unit Tariffs that the Storage User shall pay per Storage Year for Firm Capacity Rights booked under this Form of Agreement are set out in Appendix 1.
- 4.2 If at any time the Storage User books Firm Short Term Capacity Rights, it shall pay the Unit Tariff(s) agreed with EKB at the time such Firm Short Term Capacity Rights are booked. EKB shall confirm any such bookings and the applicable Unit Tariff(s) to the Storage User in writing.

## **§ 5 [ Credit Support**

- 5.1 In accordance with § 19.1 of the main body of the GT&C, EKB has exercised its rights to require the Storage User to provide the following Credit Support as at the Execution Date: [            ].
- 5.2 Such demand is without prejudice to EKB's rights to require the Storage User to provide further Credit Support at future dates in accordance with § 19 of the main body of the GT&C.]

## **§ 6 Notices**

- 6.1 Unless otherwise provided for with respect to particular information, written notices to the Storage User shall be made to the following address:  
  
[    ]  
Facsimile: [    ]
- 6.2 Unless otherwise provided for with respect to particular information, written notices to EKB shall be made to the following address:  
  
Etzel-Kavernenbetriebsgesellschaft mbH & Co. KG  
Konsul-Smidt-Str. 14  
28217 Bremen / Germany  
  
Facsimile: +49 421 / 989898-98
- 6.3 Each Party shall give at least five days' advance written notice to the other Party in the event that its address or facsimile details change. A change of address or facsimile details shall take effect upon receipt by the other Party and shall not be subject to the provisions governing amendments to this Storage Service Agreement.
- 6.4 Each Party shall notify from time to time the other Party their updated contact details for operations and invoicing.

## **§ 7 Amendments to the Storage Service Agreement**

Any amendment to this Form of Agreement, including Appendix 1, shall be in writing and signed by both Parties.

[ ]

Etzel-Kavernenbetriebsgesellschaft  
mbH & Co. KG

Date:

Date:

Name:

Name:

Title:

Title:

Signature:

Signature:

## Appendix 1

### Booked Capacity Rights and Unit Tariffs

The Storage User has booked the following Capacity Rights for the Storage Terms specified in the "Storage Term" column of the table:

Storage Term	SBU	Booked Un-bundled Working Gas Volume in GWh	Booked Un-bundled Injection Capacity in MWh/h	Booked Un-bundled Withdrawal Capacity in MWh/h	Unit Tariff for each Booked SBU in EUR	Unit Tariff for each GWh of Booked Unbundled Working Gas Volume in EUR	Unit Tariff for each MWh/h of Booked Unbundled Injection Capacity in EUR	Unit Tariff for each MWh/h of Booked Unbundled Withdrawal Capacity in EUR