

# **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 Appendices, 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 the version of the GT&C and each GT&C Appendix shown at the date of this Form of Agreement on the Storage Website 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 REGENT Regulation

- 5.1 On 29 March 2019, the German Federal Network Agency (*Bundesnetzagentur*) issued resolution BK9-18/611-GP on, *inter alia*, the application of rebated entry and exit capacity tariffs at connection points between gas storages and gas transport networks ("**REGENT**"). According to REGENT, the operators of gas transport networks shall offer rebated exit and entry capacity tariffs for the injection and withdrawal of natural gas into and from gas storages. In case of gas storages that are connected to more than one long-distance or distribution network, the network operators shall offer rebated capacity tariffs only if the gas storage cannot be used as an alternative to a network connection point.
- 5.2 As the Storage Facility is connected to more than one gas market, namely the German market areas Gaspool (Connection Points GUD and OGE (Gaspool)) and NCG (Connection Point OGE (NCG)), as well as the Dutch market (GTS Connection Point), the Adjacent Network Operators in Germany will only offer rebated capacity tariffs if EKB provides evidence that the Storage Facility will, for the relevant capacity booking, not be used for a "rebated" gas transport to another market area or another country, or for a gas swap within the Storage Facility with subsequent gas transport to another market area or another country.
- 5.3 EKB has entered into agreements with the Adjacent Network Operators in Germany under which EKB undertakes to observe the REGENT restrictions. EKB consequently requires the Storage User to abide by the restrictions and consequences that will follow from such agreements and REGENT on the usage of the Storage Facility. The Parties, therefore, agree that the usage of the Storage Facility by the Storage User is subject to the terms and conditions set out in Appendix 2 which shall, so far as necessary, amend the GT&Cs and the GT&C Appendices.
- 5.4 EKB shall be entitled to amend Appendix 2 without consent of the Storage User if and to the extent such amendment is required to reflect changes to REGENT or to the agreements between EKB and the Adjacent Network Operators which implement the REGENT restrictions.
- 5.5 EKB shall at any time be entitled to disapply Appendix 2 for good cause by giving at least two weeks prior notice to the Storage User. A good cause shall exist, in particular, if REGENT is no longer applicable or if an Adjacent Network Operator terminates the agreement concluded with EKB to implement the REGENT restrictions. EKB shall also inform the Storage User without undue delay (*unverzüglich*) if an Adjacent Network Operator terminates the agreement concluded with EKB, including the reason (if known to EKB) why the Adjacent Network Operator terminated the agreement. If the

Adjacent Network Operator has terminated the agreement with a shorter notice period than two weeks, EKB shall be entitled to disapply Appendix 2 with the same (shorter) notice period. The Storage User acknowledges that after disapplying e Appendix 2 EKB will no longer be obliged to establish different Working Gas accounts of the Storage User and, as a consequence, the Adjacent Network Operators will no longer offer rebated entry and exit capacity tariffs at the Connection Points between the Adjacent Networks and the Storage Facility. The Storage User agrees that any such non-availability of rebated entry and exit capacity tariffs shall not entitle the Storage User to terminate, or require an adjustment of, the Storage Service Agreement.

- 5.6 The liability of EKB vis-à-vis the Storage User in connection with its obligations set out in Appendix 2 shall be limited to gross negligence (*grobe Fahrlässigkeit*). In particular, EKB shall not be liable for losses of the Storage User resulting from the non-availability of rebated entry and exit capacity tariffs in the Adjacent Networks unless such non-availability was caused by grossly negligent acts or omissions of EKB.
- 5.7 The Storage User's liability vis-à-vis EKB in connection with its obligations set out in Appendix 2 shall also be limited to gross negligence (*grobe Fahrlässigkeit*). In particular, the Storage User shall not be liable vis-à-vis EKB for losses resulting from a termination of the agreements concluded between EKB and the Adjacent Network Operators to implement the REGENT restrictions unless grossly negligent acts or omissions of the Storage User were the reason for such contract termination.
- 5.8 In any event, the liability of either Party in connection with their obligations set out in Appendix 2 shall be limited to the reasonably foreseeable damage.

## **§ 6 [Credit Support**

- 6.1 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: [                    ].
- 6.2 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.]

## **§ 7 Notices**

- 7.1 Unless otherwise provided for with respect to particular information, written notices to the Storage User shall be made to the following address:

[ ]

Facsimile: [ ]

- 7.2 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

- 7.3 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.
- 7.4 Each Party shall notify from time to time the other Party their updated contact details for operations and invoicing.

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

- 8.1 Any amendment to this Form of Agreement, including an amendment to Appendix 1 or a mutually agreed amendment to Appendix 2, shall be in writing and signed by both Parties.
- 8.2 A unilateral amendment to Appendix 2 in accordance with §§ 5.4 or 5.5 of this Form of Agreement by EKB (including a decision of EKB to disapply Appendix 2) shall not require the consent of the Storage User. In such case, EKB shall send by registered mail or courier an amended version of Appendix 2 to the Storage User.

[ ]

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

## Appendix 2

### I. Working Gas Accounts

I.1 EKB shall establish one working gas account for Working Gas injected by the Storage User into the Storage Facility from the GTS System and two separate working gas accounts of the Storage User for each Adjacent Network in Germany (each a "**Working Gas Account**" or "**WGA**"). One of the two Working Gas Accounts for each Adjacent Network in Germany shall be used for Working Gas that is injected into the Storage Facility where such injection is allocated to a Standard Balancing Group in the Adjacent Network (each a "**Rebate Working Gas Account**") and the other Working Gas Account shall be used for Working Gas injected into the Storage Facility where such injection is allocated to a Special Balancing Group (each a "**Non-Rebate Working Gas Account**"). Thus, EKB shall establish in total seven Working Gas Accounts of the Storage User, namely:

- (a) Working Gas Account for the GTS System ("**GTS Account**"),
- (b) Non-Rebate Working Gas Account for the GUD NETRA System ("**GUD Non-Rebate Account**"),
- (c) Rebate Working Gas Account for the GUD NETRA System ("**GUD Rebate Account**"),
- (d) Non-Rebate Working Gas Account for the OGE NETRA System – Gaspool ("**OGE Non-Rebate Account (Gaspool)**"),
- (e) Rebate Working Gas Account for the OGE NETRA System – Gaspool ("**OGE Rebate Account (Gaspool)**"),
- (f) Non-Rebate Working Gas Account for the OGE NETRA System – NCG ("**OGE Non-Rebate Account (NCG)**"), and
- (g) Rebate Working Gas Account for the OGE NETRA System – NCG ("**OGE Rebate Account (NCG)**").

I.2 A "**Standard Balancing Group**" is a balancing group for the allocation of natural gas that is withdrawn from, or injected into, the Adjacent Network where the shipper paid the rebated capacity tariff for the withdrawal or injection. A "**Special Balancing Group**" is a balancing group for the allocation of natural gas that is withdrawn from, or injected into, the Adjacent Network where the shipper paid the non-rebated capacity

tariff for the withdrawal or injection and which has an identification flag for "undiscounted capacity tariff".

- I.3 The Storage User's Working Gas Balance shall be the sum of the natural gas balances of all Working Gas Accounts.

## **II. Transfers of Gas between Working Gas Accounts**

- II.1 Working Gas transfers between different Working Gas Accounts are not permitted, except as set out in paragraph II.2 below.
- II.2 The Storage User is entitled to notify EKB via its Capacity Rights Account that a specified quantity of its Working Gas shall be transferred from a Rebate Working Gas Accounts to its Non-Rebate Working Gas Account of the same Adjacent Network if EKB has received a prior confirmation from the relevant Adjacent Network Operator that the Storage User (or the relevant third party shipper) has paid the applicable fee for such Working Gas transfer to the Adjacent Network Operator. The Storage User must give such notice to EKB by no later than 0600 hours on the Gas Day that is one Gas Day before the Gas Day on which the transfer is proposed to take place.
- II.3 In case of Gas Transfers pursuant to § 18 of the main body of the GT&C, the Working Gas will always be credited to the Working Gas Account of the transferee which corresponds to the Working Gas Account of the transferor from which the Working Gas is taken (i.e., Working Gas transferred from a GTS Account will always be credited to a GTS Account; Working Gas transferred from a Rebate Working Gas Account will always be credited to a Rebate Working Gas Account and Working Gas transferred from a Non-Rebate Working Gas Account will always be credited to a Non-Rebate Working Gas Account and in each case to the Working Gas Account allocated to the same Adjacent Network). Thus, the Storage User agrees that, in addition to the notifications to be given in accordance with GT&C Appendix VI and § 18 of the main body of the GT&C, both the transferor and the transferee of the Working Gas must notify EKB of the Working Gas Accounts from and to which the natural gas shall be transferred.

## **III. Shipper Codes, Nominations and Renominations, Forecasts**

- III.1 The Storage User must make separate Nominations and Renominations for natural gas to be injected to or withdrawn from the Standard Balancing Group and for natural gas to be injected to or withdrawn from the Special Balancing Group in the same Adjacent

Network and the Storage User must ensure that the Shipper Code provided by it in such Nomination or Renomination is correct. The Storage User shall notify EKB prior to using a new Shipper Code in any such Nomination or Renomination via its Capacity Rights Account of whether the Shipper Code is allocated to a Standard Balancing Group or a Special Balancing Group. If the Storage User fails to make such notification, EKB will assume that the Shipper Code is allocated to a Special Balancing Group.

- III.2 The Storage User acknowledges that Working Gas injected into the Storage Facility (i) from a Standard Balancing Group in an Adjacent Network may only be allocated to the Rebate Working Gas Account assigned to the relevant Adjacent Network, (ii) from a Special Balancing Group in an Adjacent Network may only be allocated to the Non-Rebate Working Gas Account assigned to the relevant Adjacent Network, and (iii) from the GTS System may only be allocated to the GTS Account.
- III.3 The Storage User acknowledges that Working Gas to be withdrawn from the Storage Facility to an Adjacent Network (the "**Receiving Network**") and
- (a) to be allocated to a Standard Balancing Group may only be withdrawn from a Working Gas Account assigned to (i) the Receiving Network or (ii) an Adjacent Network in the same market area (*Marktgebiet*) as the Receiving Network; and
  - (b) to be allocated to a Special Balancing Group may be withdrawn from any Working Gas Account except from Rebate Working Gas Accounts assigned to an Adjacent Network that is not in the same market area (*Marktgebiet*) as the Receiving Network.

**Annex 1** to this Appendix 2 contains an illustration of possible withdrawals.

- III.4 The Storage User shall submit to EKB via its Capacity Rights Account a matrix that shows in what priority order the Storage User's Working Gas Accounts shall serve as source for the withdrawal of gas from the Storage Facility to a certain balancing group of the Receiving Network ("**Priority Matrix**"). The Storage User is entitled to update the Priority Matrix from time to time via its Capacity Rights Account with an advance notice of at least one full Gas Day. Such update will become effective with the start of the Gas Day notified by the Storage User (but not earlier than the start of the Gas Day that is two Gas Days after the Gas Day on which the Storage User submitted the update to EKB). The Storage User acknowledges that the Priority Matrix may only determine a Working Gas Account as source for the withdrawal of Working Gas to a

balancing group of the Receiving Network if the relevant withdrawal is permissible pursuant to **Annex 1**.

- III.5 In addition to the total Forecast Working Gas Balance, EKB shall at each time it calculates the Storage User's total Forecast Working Gas Balance also calculate a forecast balance for each Working Gas Account based on the same method as it calculates the total Forecast Working Gas Balance (each a "**Forecast WGA Balance**"). For each Hour, the "**Forecast Balance Available for Withdrawal**" of Working Gas to a certain balancing group of the Receiving Network is the aggregate Forecast WGA Balance of all Working Gas Accounts that can serve – in accordance with the Priority Matrix – as source for a withdrawal to the relevant balancing group. If the Storage User makes a Nomination or Renomination for any Hour that would result in it withdrawing more Working Gas to the relevant balancing group of the Receiving Network than the Forecast Balance Available for Withdrawal, then EKB shall, to the extent necessary to prevent such event, first (i) reduce all Interruptible Nominations and Interruptible Renominations of the Storage User for withdrawal to the relevant balancing group of the Receiving Network (if necessary to zero (0)) and, (ii) if this is not sufficient, reduce all Firm Nominations and Firm Renominations of the Storage User for withdrawal to the relevant balancing group of the Receiving Network (if necessary to zero (0)).

**Annex I to Appendix 2**

	GTS Account	OGE Non-Rebate Account (NCG)	OGE Rebate Account (NCG)	GUD Non-Rebate Account	GUD Rebate Account	OGE Non-Rebate Account (Gaspool)	OGE Rebate Account (Gaspool)
<b>Destination</b>	GTS Account	Possible	Possible	Not Possible	Possible	Not Possible	Possible
	OGE Non-Rebate Account (NCG)	Possible	Possible	Possible	Possible	Not Possible	Possible
	OGE Rebate Account (NCG)	Not Possible	Possible	Possible	Not Possible	Not Possible	Not Possible
	GUD Non-Rebate Account	Possible	Possible	Not Possible	Possible	Possible	Possible
	GUD Rebate Account	Not Possible	Not Possible	Not Possible	Possible	Possible	Possible
	OGE Non-Rebate Account (Gaspool)	Possible	Possible	Not Possible	Possible	Possible	Possible
	OGE Rebate Account (Gaspool)	Not Possible	Not Possible	Not Possible	Possible	Possible	Possible