

Storage Contract for Natural Gas
for the UGS Wolfersberg Natural Gas Storage Facility

between

bayernugs GmbH

Poccistrasse 9

80336 München

- hereinafter referred to as "bayernugs" -

and

Storage Customer

Street

Postcode City

- hereinafter referred to as "Storage Customer" -

hereinafter referred to individually as the "Party" and
collectively as the "Parties"

For your information only: Only the German Version is binding!

1. Subject Matter

- (1) The Storage Customer shall be entitled to use the working gas capacity available to it on the basis of the storage lot acquired by it within the framework specified in this Storage Contract including its annexes and to inject and withdraw gas quantities for this purpose.
- (2) bayernugs shall make available to the Storage Customer the working gas capacity and injection and withdrawal capacity acquired by it within the framework of a storage lot and within the scope specified in this Storage Contract including its annexes.
- (3) A storage lot consists of a fixed ratio
 - of a maximum injection capacity of MWh/h,
 - of a maximum withdrawal rate of MWh/h,
 - of a maximum working gas capacity of MWh and
 - level requirements to be met by the Storage Customer at the specified times (as a percentage of the working gas volume of the gas storage facility):
 - on 01 May: 5 percent,
 - on 01 June: 10 percent,
 - on 01 September: 75 percent,
 - on 01 October: 85 percent,
 - on 01 November: 95 percent and
 - on 01 February: 30 percent.

The Federal Ministry of Economics and Climate Protection (*Bundesministerium für Wirtschaft und Klimaschutz*) may, by statutory order, without the consent of the Federal Council (*Bundesrat*), establish regulations deviating herefrom concerning the relevant set dates and level specifications vis-à-vis storage system operators. Such regulations shall automatically apply to bayernugs as soon as they come into effect and shall also apply to the Storage Customer as a new requirement within the meaning of this provision. The same shall apply accordingly to any changes concerning the relevant requirements by law or other legal provisions at national and EU level.”.

Should it not be technically possible to balance out the storage account by the end of the term of the Storage Contract due to the above storage level specifications, the Storage Customer may balance out the storage account within one month of the end of the term of the Storage Contract. In such case, the provisions of the Storage Contract shall continue to apply accordingly.

Attention is made to the provisions on withdrawal of storage capacity pursuant to § 16 and § 16 a of the General Conditions for Storage Access.

In all other respects, the regulations on compliance with storage level specifications shall cease to apply insofar as the corresponding statutory provisions are no longer in force.

- (4) Number of lots contracted: .

2. Storage Fee

The Storage Customer undertakes to pay the fee agreed with bayernugs, regardless of the effective use of the agreed storage capacities. The amount of the fee is:

Lot 1: x €/lot

Lot 2: x €/lot

Lot...

3. Takeover and Transfer Point

- (1) The place where bayernugs takes over the gas quantities provided by the Storage Customer for injection from the bayernets network into the Wolfersberg gas storage facility is the exit point "Wolfersberg USP".
- (2) The place of transfer of the gas quantities provided by bayernugs to the Storage Customer for withdrawal from the Wolfersberg gas storage facility into the bayernets network is the "Wolfersberg USP" entry point.

4. Elements of Storage Contract

The General Conditions for Storage Access of bayernugs GmbH (GCSA) including Annexes 1 and 2 in their respective valid version shall form an integral part of this contract.

The Storage Customer's prequalification documents and information shall also constitute an integral part of this contract.

5. Prequalification

Prequalification procedures shall be subject to the applicable regulations of bayernugs in each case. If and insofar as any information provided becomes incorrect, inaccurate or incomplete, the Storage Customer shall inform bayernugs without undue delay. Should the subsequent information provided by the Storage Customer result in a rejection of the Storage Customer by bayernugs, bayernugs reserves the right to terminate the contract extraordinarily without any notice period (*außerordentliche Kündigung*). This shall apply in particular in the event of any significant deterioration in creditworthiness, any significant deterioration in technical performance or any failure to satisfy legal compliance requirements, in particular with regard to rules and regulations concerning money laundering law and sanction laws.

6. Term

The contract shall enter into force on **dd.mm.yyyy**, 06:00 am and shall automatically terminate on **dd.mm.yyyy**, 06:00 am unless terminated earlier in accordance with the GCSA.

7. Final Provisions

This contract including its constituent parts shall be executed in two counterparts and bayernugs and the Storage Customer shall each receive one such counterpart.

Munich,	_____	_____	_____
(Place)	(date)	(Place)	(date)
_____		_____	
bayernugs GmbH		(Storage Customer)	

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