

STORAGE CONTRACT

| (DATE) |

Between

NUON EPE GASSPEICHER GMBH

And

(STORAGE CUSTOMER)

CONTENTS

Clause		Page
1.	INTERPRETATION.....	3
2.	STORAGE SERVICE	3
3.	STORAGE SERVICE FEE	4
4.	TERM OF CONTRACT.....	4
5.	CONDITIONS PRECEDENT	4
6.	REGULATED STOCKLEVEL TARGETS AND USE-IT-OR-LOSE-IT PRINCIPLE	5
7.	GOVERNING LAW.....	7
8.	DISPUTES AND ARBITRATION	7
9.	NOTICES	7
10.	INTEGRAL PARTS OF THE CONTRACT	8

THIS STORAGE CONTRACT is made on | (DATE) | **BETWEEN**

(1) **NUON EPE GASSPEICHER GMBH**, a company with limited liability, incorporated under the laws of Germany, with its registered office in Gronau, Germany (**NEG**);

(2) (**STORAGE CUSTOMER**) [storage customer's company details] ([**SC**]);

together jointly referred to as **Parties** and individually a **Party**.

WHEREAS

(A) NEG is the legal owner of the ancillary equipment needed for the operation of a gas storage facility in Gronau-Epe (the **Gas Storage Facility**).

(B) [**SC**] requires storage of Natural Gas and ancillary services.

(C) NEG is willing to provide such storage and services by offering SC capacity in the Gas Storage Facility.

(D) The Parties have agreed to enter into this storage contract (**Storage Contract**) under the following terms and conditions.

1. INTERPRETATION

1.1 Terms used but not defined in this Storage Contract will have the meaning as set out in Clause 1.1 of the General Terms and Conditions for Storage Access (**T&C**), which are attached as Annex 1 to this Storage Contract.

2. STORAGE SERVICE

2.1 NEG shall make available and perform the Storage Service in accordance with the specifications as set out in Clause 2.5

2.2 [**SC**] shall utilize the booked gas storage capacity. [**SC**] has the full discretion to use the booked gas storage capacity for its own use or to market and sell the booked gas storage capacity to sub-users.

2.3 [**SC**] shall be responsible for the booking of the transport capacities at the Network Operator such that NEG is able to fulfill the nominations. [**SC**] has the responsibility to check if there is a match between Network Operator's and NEG's nomination. If one party rejects, [**SC**] shall change the nomination immediately and inform the other party. The storage is sold at the flange which means that [**SC**] takes over the costs for the grid capacity.

2.4 In the event that gas storage capacity is sold by [**SC**] on the secondary market, [**SC**] may delegate the obligations included in clause 2.3 above to sub-users.

2.5 Specifications:

Storage:	Amount	Unit
Number of Storage Packages		
Maximum Working Gas (* the maximum working Gas volume will be decreased with approximately 1% per year due to natural convergence of the caverns		kWh
Maximum Injection Capacity		kWh/h

Maximum Withdrawal Capacity Connection Point GTS -NEG		kWh/h
Maximum Withdrawal Capacity Connection Point Open Grid Europe - NEG		kWh/h
Maximum Withdrawal Capacity for the Connection Point GTS - NEG and the Connection Point Open Grid Europe – NEG combined		kWh/h
Maximum transport capacity from the Storage to the Connection Point Open Grid Europe - NEG: (interruptible - „bFZK – bedingt feste frei zuordenbare Kapazität“)	4,876,999	kWh/h

3. STORAGE SERVICE FEE

3.1 [SC] shall pay to NEG the following monthly fees in return for the Storage Service:

- (a) the monthly instalment for the Storage Fee shall be €|.....| per Month;
- (b) the Variable Fee shall be €|.....| per MWh.

3.2 The fees referred to under Clause 3.1 are subject to taxes and charges in accordance with Clause 4.2 of the T&C and subject to the provisions on invoicing by NEG in accordance with Clause 4.3 of the T&C.

3.3 [SC] shall transfer the net amount to the following bank account:

ING Bank
Nuon Epe Gasspeicher GmbH
BIC: INGBDEFF
IBAN: DE54500210000018263301

4. TERM OF CONTRACT

4.1 NEG shall make the Storage Service available to [SC] from [include the date] 06:00 am (**Start Date**) until [include the date] 06:00 am (**Expiry Date**).

4.2 The Storage Contract shall end on the Expiry Date.

4.3 If one of the Parties terminates the Storage Contract in accordance with Clause 5 of the T&C, the Storage Contract shall end prematurely upon the effective date of the notice of termination.

5. CONDITION PRECEDENT

5.1 NEG's obligations under the Storage Contract shall be subject to the following condition precedent (*opschortende voorwaarde*) of the

provision of a bank guarantee, a parent company guarantee or another form of security by [SC], as provided for in Clause 4.4 of the T&C.

6. REGULATED STOCKLEVEL TARGETS AND USE-IT-OR-LOSE-IT PRINCIPLE

6.1 Regulatory background

[SC] acknowledges that NEG, as an operator of storage facilities, is addressed by, in particular, the following regulatory requirements arising from Sec. 35a et seq. of the German Energy Act:

- a. Operators of storage facilities located in Germany with at least one connection point to the German gas transmission grid shall include contractual provisions in each storage contract to achieve the Regulated Stocklevel Targets in such storage facilities (Sec. 35b para. 1 of the German Energy Act).
- b. If it is apparent that a Regulated Stocklevel Target will not be achieved, because a customer does not use the working gas volumes (storage capacities) booked by such customer on a firm basis, the operator of such storage facility is obliged to make the unused storage capacities of such customer available to the Market Area Manager (being the market area manager of the German gas market area Trading Hub Europe) in good time and on a pro rata basis, taking into account the extent of the user's non-use, in the extent necessary to achieve the Regulated Stocklevel Targets, until the end of the relevant Storage Year (being the period of time (or reference to a period of time) starting at 06:00 h Local Time on 1 April of any given calendar year and ending at 06:00 h Local Time on 1 April of the following calendar year); including the injection and withdrawal capacity (Sec. 35b para. 5 of the German Energy Act).
- c. Operators of relevant gas storage facilities shall include contractual provisions in each storage contract which enable the operator to make storage capacities not used by a customer available to the Market Area Manager, if the prerequisites described under Clause 6.1 b above. are met.
- d. A customer whose storage capacities have been made available to the Market Area Manager by the operator of the gas storage facility pursuant to the aforementioned regulations shall remain obliged to pay the storage fees, with the exception of the variable storage fees for injections and withdrawals related to the use of such storage capacities by the Market Area Manager.
- e. The regulatory requirements described under a. to d. above are set to expire on 1 April 2027.

To implement these regulatory requirements in this Storage Contract, the Parties agree on the provisions under Clause 6.2 and Clause 6.3.

6.2 Use-it-or-lose-it

- 6.2.1 In order to avoid a Restriction of Storage Service, [SC] shall use the Storage Service and see to it that it is used by sub-users in a way that the Regulated Stocklevel Targets in the Gas Storage Facility connected to the German gas transmission grid at the Delivery Point (being the Connection Point Open Grid Europe-Nuon Epe Gasspeicher GmbH) are achieved.
- 6.2.2 If NEG determines at any time during a Storage Period that a Regulated Stocklevel Target will not be achieved in the Gas Storage Facility due to – exclusively or among others – [SC] non-use of the Storage Service for the storage of Working Gas, NEG is entitled to restrict [SC]’s rights in relation to the usage of the Maximum Working Gas (proportionally, taking into account the extent of [SC]’s non-use) as well as [SC]’s rights in relation to the usage of the Injection Capacity and the Withdrawal Capacity, to make such Storage Service available to the Market Area Manager in compliance with applicable regulatory requirements. Such restriction can in particular take place, if, on the basis of technical assumptions, it becomes technically impossible to achieve a Regulated Stocklevel Target in the Gas Storage Facility. For the avoidance of doubt, each such restriction to use the Maximum Working Gas, the Injection Capacity

and the Withdrawal Capacity by [SC] shall be limited to the extent required to make these Storage Service available to the Market Area Manager due to regulatory obligations of NEG.

- 6.2.3 A Restriction of Storage Service has to be declared by e-mail from NEG to the e-mail address communicated by [SC] to NEG in accordance with Clause 9.2.
- 6.2.4 In case of a Restriction of Storage Service, [SC] remains obliged to pay the Storage Fee. For the avoidance of doubt, [SC] is entitled to deduct from the Storage Service Fee due in accordance with Clause 3 above, the amount of the variable storage fees paid to NEG by the Market Area Manager as set forth in Clause 6.1(d) for injections performed by or on behalf of the Market Area Manager in relation to Storage Service (proportionally) restricted and made available to the Market Area Manager in accordance with Clause 6.1 (c).
- 6.2.5 NEG shall, when acting as a Reasonable and Prudent Operator becoming aware of an imminent Restriction of Storage Service, inform [SC] accordingly. For the avoidance of doubt, such warning notice is not a prerequisite for the declaration of a Restriction of Storage Service.
- 6.2.6 A Restriction of Storage Service ends at the end of the Storage Year in which it has been declared. For the avoidance of doubt, a Restriction of Storage Service will apply until the end of the Term as agreed under Clause 4, should this Term end prior to the end of the relevant Storage Year.

6.3 Interpretation and changes in the applicable regulatory regime

The Parties agree that all provisions under this Clause 6 shall fully and exclusively implement the statutory regime of Sec. 35b of the German Energy Act in the Storage Contract and shall be interpreted in accordance with these underlying statutory requirements, taking into account all available guidance published by the Federal Network Agency as the competent German energy regulatory authority and any court decision regarding the interpretation of such rules.

Should the applicable regulatory requirements change – in particular due to amendments of the German Energy Act or due to an ordinance adopted on the basis of Sec. 35b of the German Energy Act – the Parties will agree on an amendment of the provisions under this Clause 6 and/or the definition of the Term “Regulated Stocklevel Targets” accordingly.

The Parties acknowledge that, in particular, the Federal Ministry of Economic Affairs and Climate Action may, by way of an ordinance pursuant to Sec. 35b para. 3 of the German Energy Act, determine provisions deviating from the currently applicable Regulated Stocklevel Targets in relation to relevant dates and minimum stocklevel requirements. In particular in such case, the Parties will agree on the necessary amendments of the term “Regulated Stocklevel Targets” as well as further amendments to the provisions under this Clause 6 in accordance with such ordinance.

6.4 Additional definitions pertaining to this Clause 6

Regulated Stocklevel Targets: means the targets for specific storage levels as applicable to operators of gas storage facilities connected to the German gas transmission grid in relation to the relevant Storage Year; as determined by the applicable law and/or regulation (currently: Sec. 35b para. 1 of the German Energy Act and Gasspeicherfüllstandverordnung), according to which currently the following storage levels as a percentage of the working gas volume of each gas storage facility on the specified dates shall be maintained:

- 1. on 1 October: 85 %
- 2. on 1 November: 95 %
- 3. on 1 February: 30 %.

Restriction of Storage Service: a restriction of the Storage Service available to the Storage Customer due to regulatory requirements, as further specified in Clause 6.2.2.

- 6.5 In the event that [SC] sells the gas storage capacity of the Gas Storage Facility to a sub-user, [SC] shall be under the obligation to agree with such sub-user clauses similar to Clause 6.1 – 6.4 of this Storage Contract, in order to ensure that NEG can also exercise the rights and obligations pursuant to the German Energy Act and regulations based on the German Energy Act described in these Clauses.

7. GOVERNING LAW

- 7.1 This Storage Contract (including, for the avoidance of doubt, its Annexes) and any contractual or non-contractual obligations arising out of or in connection to it, is governed by and shall be construed in accordance with the laws of the Netherlands.
- 7.2 Any power of attorney or other document executed in connection with this Storage Contract or the transactions provided for in this Storage Contract will be governed by and construed in accordance with the laws of the Netherlands.

8. DISPUTES AND ARBITRATION

- 8.1 The Parties shall undertake their best endeavours to amicably settle all disputes arising from the Storage Contract, relating to its validity, or arising in connection with the Storage Contract.
- 8.2 Any dispute arising out of or in connection with the Storage Contract (including any dispute as to the validity of the Storage Contract, any questions in respect of the authority of the arbitrators and any dispute about whether a particular dispute should be referred to arbitration) will be finally settled by arbitration in accordance with the rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The arbitral tribunal will be composed of three arbitrators appointed in accordance with those rules. The place of the arbitration will be Amsterdam, the Netherlands. The language of the arbitration will be English. The arbitrators will decide according to the rules of law. Their arbitral award will not be disclosed other than to the parties to the arbitral proceedings.
- 8.3 Consolidation of arbitral proceedings with other proceedings as provided for in article 1046 of the Dutch Code of Civil Procedure is excluded.

9. NOTICES

- 9.1 Unless it is agreed to the contrary, any communication in connection with the Storage Contract must be in writing and may be given by e-mail; the original shall be sent by courier or registered mail.
- 9.2 The contact details of each Party for all communications are as follows:

The contact details of NEG are:

Nuon Epe Gasspeicher GmbH
Kottiger Hook 76
48599 Gronau (Westf)
Germany

Attn: [contact data]

E-mail: [contact data]

The contact details of [SC] are:

[contact data]

9.3 A Party may change its contact details by giving 5 business days' notice to the other Party.

10. INTEGRAL PARTS OF THE CONTRACT

10.1 The General Terms and Conditions for Storage Access (T&C) form an integral part of this Storage Contract and are attached hereto as Annex 1.

10.2 In case of inconsistency in between this Storage Contract and the provisions set forth in its Annexes which are an integral part to this Storage Contract, the provisions of this Storage Contract shall prevail.

THUS AGREED AND SIGNED:

NUON EPE GASSPEICHER GMBH

(STORAGE CUSTOMER)

Name: |_____|

Function: Director

Name: |_____|

Function: |_____|