General Terms and Conditions

of RWE Gas Storage West GmbH, Hollestr. 7a, 45127 Essen (hereinafter, "RGSWest")

for access to the natural gas storages operated by RGSWest

Version of 24/05/2022

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Part 1 General information

§ 1 Scope of application

(1) These General Terms and Conditions of Business (hereinafter, the "Terms and Conditions") apply to storage contracts of RWE Gas Storage West GmbH (hereinafter, "RGSWest") regarding access to and storage of the natural gas in the natural gas storage facilities of RGSWest. Exempt is day-ahead utilization, for which separate terms and conditions apply.

(2) Access to the storage facilities is provided based on the storage contract referred to in Part 2 and subject to these Terms and Conditions and the annexes applicable to the relevant storage facility: "Storage Fees", "Technical Framework Conditions", "Operation and Nomination", "Balancing" and “Credit Screening”.

(3) Storage facility is defined in the following contractual rules as a single physical storage facility or the combination of in minimum two storage facilities to a storage pool.

(4) The integration of any General Terms and Conditions of business of the storage customer is hereby expressly rejected.

Part 2 Booking Procedure (apart from auctions)

§ 2 Storage request

(1) Available storage capacities shall be published on the website of RGSWest as "bookable capacities". If a requested storage product of a potential storage customer is not published on the RGSWest website, RGSWest shall check upon corresponding non-binding request whether the requested storage product can be offered. Generally, a storage contract on available storage capacities is concluded in accordance with the procedure presented below.

(2) The potential storage customer shall be entitled to make both "binding" and "non-binding" storage requests with RGSWest. In principle, a request must be sent to RGSWest in writing, whereby an e-mail or fax is sufficient. A “binding” storage request needs the following information to be complete: contact data (company, contact partner, address, phone number, e-mail), name of the storage, required capacity in m^3/h respectively in m^3 or number of storage bundles as well as start and end of booking. In the case of a "binding" request (= binding offer), RGSWest shall confirm for the potential storage customer the receipt of the request in writing.

(3) A “non-binding” request can be changed to a “binding” request within negotiations.

(4) RGSWest shall review — in the case of the "binding" request after confirmation of the receipt by RGSWest (resp. paragraph (2)) — whether the request is complete

pursuant to the requirements in paragraph (2). If necessary, RGSWest shall enquire about the missing information necessary to further process the request from the potential storage customer.

(5) The availability shall then be checked with respect to the requested booking parameters (storage products and capacities, storage facility location and booking period).

(6) If the requested booking parameters are not available in whole or in part at the time of the request, RGSWest shall reject the request of the storage customer in text form providing corresponding grounds. If RGSWest only rejects the request from the potential storage customer in part, RGSWest shall – to the extent possible – submit an alternative offer concerning feasible booking parameters possible on the request date (if applicable, within the framework of the review of the capacity revocation pursuant to § 8) and shall in principle continue to process the request.

(7) If the requested booking parameters are available as of the date of the request, RGSWest shall accept the "binding" request by sending a storage contract already signed by RGSWest within the period of commitment pursuant to § 3 paragraph (2) to the storage customer. A fax or an e-Mail also is sufficient; in exceptional cases and with prior consultation between RGSWest and the storage customer the acceptance of the “binding” request by e-mail is sufficient. The contract signed by the storage customer has to be sent back for documentation purposes within 10 working days. Decisive for the observance of the aforementioned period shall be the receipt of the countersigned copy by RGSWest.

(8) If a "non-binding" request is submitted, RGSWest shall check the relevant capacities and contact the potential storage customer while preparing to issue an offer.

§ 3 Capacity allocation

(1) In case of a "non-binding" request, the potential storage customer is not entitled to claim the allocation of the requested storage capacities. RGSWest shall inform the potential storage customer within 10 (ten) working days of the feasibility of allocating the requested storage capacities.

(2) In case of a "binding" request, the potential storage customer shall be bound for a period of 14 (fourteen) working days from the date of the receipt by RGSWest of the written and complete request to its offer to conclude a storage contract with RGSWest (binding period).

(3) In order for storage capacities to be allocated the following prerequisites apply:

a. storage capacities must be freely available for the period requested by the potential storage customer as of the allocation date;

b. the potential storage customer must have submitted a "binding" offer pursuant to Paragraph (2);

c. the credit screening of the storage customer pursuant to § 14 must be positive.

(4) Storage capacities shall be allocated to several storage customers in the temporal order of the receipt of the "binding" offers from the storage customers.

(5) If the offers pursuant to paragraph (2) have been received by RGSWest within one calendar day and the free storage capacities are not sufficient to cover the offers, the storage capacities shall be allocated in accordance with the following criteria:

a. "Binding" offers from storage customers for longer booking periods are to be considered with priority of corresponding offers with shorter booking periods.

b. If several "binding" offers from storage customers equally meet the above criterion, the "binding" offers from the storage customers with a contract starting as of 1 April of a year shall be considered with priority.

c. If several "binding" offers from storage customers meet the two aforementioned criteria, the "binding" offers from storage customers with an earlier contract starting date shall be considered with priority.

(6) Deviation from §§ 2 & 3, RGSWest shall reserve the right to award available storage capacities after corresponding notice in a public auction/call to tender offers, particularly if the demand is greater than the available capacities. In such event, RGSWest shall inform about the introduction of the award proceedings and the framework conditions thereof and publish these.

§ 4 Lead times

(1) For "binding" offers to conclude a storage contract, the following lead times shall apply subject to § 3:

- A "binding" offer for a storage contract with a term of less than one (1) month may be issued at the earliest twenty (20) working days before the starting date foreseen in the storage contract.

- A "binding" offer for a storage contract with a term of less than one (1) year but at least one (1) month may be issued at the earliest three (3) months prior to the starting date foreseen in the storage contract.

- "Binding" offers for storage contracts with a term of one (1) year or more may be issued without any lead time.

(2) For the technical processing of the storage contract, the storage contract must be concluded ten (10) working days at the latest before the starting date foreseen in the storage contract. Otherwise, the storage customer may first use the storage capacities ten (10) working days after the conclusion of the contract, irrespective of the foreseen starting date. The necessity of the communications tests shall not be prejudiced hereby.

§ 5 Subject of contract

(1) With the conclusion of a storage contract between RGSWest and the storage customer, RGSWest shall maintain for the storage customer the storage capacities contracted pursuant to the storage contract for the term of the storage contract.

(2) The storage customer shall be entitled within the framework of the storage contract and obliged with due to of the Annex "Technical Framework Conditions" to use the storage capacities maintained by RGSWest.

(3) The storage customer shall be obliged pursuant to the Annex "Operation and Nomination":

- to provide the natural gas volumes nominated for injection at the storage injection points;
- to take the natural gas volumes provided by RGSWest at the storage withdrawal points at the same time and with the same thermal volumes.

(4) RGSWest shall be obliged with due regard to the Annex "Technical Framework Conditions":

- to take the natural gas volumes nominated by the storage customer at the storage injection points at the same time and with the same thermal volumes and to inject them and to store them with the same thermal volumes;
- to withdraw the natural gas volumes nominated by the storage customer for withdrawal and to make them available at the storage withdrawal points, provided the corresponding natural gas volumes have been injected prior to the withdrawal for the storage customer or have been transferred by other storage customers within the same storage facility to the storage customer.

(5) When natural gas volumes are provided and taken for injection or withdrawal subject to paragraph (3) and(4), the transfer of risk between the storage customer and RGSWest shall take place at the lines of ownership between the respective storage facility and the adjacent gas grid. The applicable lines of ownership are agreed in the respective storage connection agreement between RGSWest and the network operator.

(6) Within the framework of the storage (injection/withdrawal and storage of natural gas), natural gas volumes of the storage customer can become mixed with other natural gas volumes in the natural gas storage facility. The identity of the natural gas need not be preserved. The stored natural gas shall remain the (co-)property of the storage customer.

(7) A storage contract may have a term of at least one (1) gas day and a maximum of seven (7) years.

(8) All capacity and volume data of RGSWest are specified in m^3 (working gas volume) and m^3/h (injection and withdrawal rate) and refer to standard cubic meters.

§ 6 Fees

(1) The storage customer is obliged to pay RGSWest the storage fees determined in the storage contract for the contracted storage products.

(2) The storage fees determined in the storage contract for the respective storage products are set out in the Annex "Storage Fees".

(3) The storage customer remains obliged to pay the storage fees pursuant to Paragraph (1) with the exception of the variable storage fees for injection and withdrawal even if and to the extent that RGSWest has made storage capacities not used by the storage customer available to the market area manager under the conditions of § 8 Paragraph (5) of these Terms and Conditions (§ 35b Paragraph (6) Sentence 2 EnWG).

§ 7 Technical framework conditions

(1) The technical requirements applicable to the respective injection and withdrawal points of a natural gas storage facility and the provisions regarding the failure by the storage customer to observe the necessary technical requirements are defined in the Annex "Technical Framework Conditions". The technical requirements contain *inter alia* provisions regarding the injection and withdrawal characteristic line, the switching and the requirements for the employment of the working gas volume.

(2) If the natural gas volumes delivered by the storage customer at the storage injection point do not meet the technical requirements with respect to the gas quality or pressure ratios pursuant to the Annex "Technical Framework Conditions" (hereinafter, "off-spec gas"), RGSWest shall be entitled to reject the takeover of the off-spec gas in whole or in part. The storage customer must in this case immediately adjust its nomination at this storage injection point accordingly, and reduce the further provision of the off-spec gas at this storage injection point accordingly. The other rights and duties of the contractual partners shall not be prejudiced hereby.

(3) If the natural gas volumes delivered by RGSWest at the storage withdrawal point do not meet the technical requirements with respect to the gas quality or pressure ratios pursuant to the Annex "Technical Framework Conditions", the storage customer shall be entitled to reject the takeover of the off-spec gas in whole or in part. The storage customer must in this case immediately adjust its nomination at this storage withdrawal point accordingly. RGSWest must in this case immediately reduce the provision of the off-spec gas at this storage withdrawal point accordingly. The other rights and duties of the contractual partners shall not be prejudiced hereby.

(4) The contractual partners shall inform each other without undue delay of variations in the requirements for quality and/or pressure ratios pursuant to the Annex

"Technical Framework Conditions" of which they become aware and which are relevant for the execution of the storage contract.

(5) If, based on conduct on the part of the storage customer not complying with the contract, not insubstantial impairments in the storage facility systems, the safety of the operations, the rights of third parties or the security of supply can be expected in the reasonable and prudent estimation of RGSWest, RGSWest shall be entitled to reduce or interrupt the storage access to the extent this eliminates the irregular condition. Moreover, RGSWest may demand the establishment of technical measures at the expense of the storage customer to the extent necessary to observe the contractual provisions. If the technical measures are necessary as a result of conduct not complying with the contract on the part of the storage customer and further storage customers for the same natural gas storage facility, RGSWest shall divide the costs for establishing these technical measures in proportion to the amount of respectively maintained working gas volume among the affected storage customers which have to bear these costs.

§ 8 Revocation of storage capacities

(1) RGSWest shall be entitled to revoke from the storage customer the capacities held available pursuant to the storage contracts with a contract duration of minimum five years in whole or in part and allocate them to a third party. Precondition for the revocation is that no firm capacities are available in the natural gas storage facility for the period that has been bindingly requested by the third party and that the storage customer has not used the capacities that have been bindingly requested by the third party in whole or in part within the last twelve (12) months before the receipt of the third party´s request.

(2) RGSWest is obliged to inform the storage customer about the imminent revocation of capacity in writing at least two months prior to the start of revocation, specifying the start date, duration and extent of the capacity revocation of capacity.

(3) Paragraph (1) does not apply if the storage customer appeals the imminent revocation of capacity in writing within fifteen (15) working days after the receipt of the information of RGSWest pursuant to Paragraph (2) and cogently makes proof of a legitimate interest in using the capacities. A "legitimate interest in using the capacities" shall exist particularly in the event the relevant capacities are necessary for the storage customer to fulfill existing contractual obligations or to make use of existing contractual rights within the relevant period of revocation.

(4) After expiry of the appealing period pursuant to paragraph (3) or after receipt of a written refusal of the storage customer´s appeal the contract partners shall be released from the mutual contractual obligations with regard to the revoked capacities.

(5) If it is recognisable that the fill level requirements pursuant to § 35b Paragraph (1) Sentence 2 EnWG cannot be achieved technically, because the storage customer does not use the working gas volumes (storage capacities) booked by him on a firm basis, RGSWest shall be entitled to make the storage capacities not used by the storage customer available to the market area manager in time on a pro rata basis according to the extent of the storage customer's non-use to the extent

necessary to achieve the fill level requirements by the end of the respective storage year; this shall also include the injection and withdrawal capacity. The recognisability within the meaning of sentence 1 that the level requirements pursuant to § 35b Paragraph (1) Sentence 2 EnWG cannot be achieved technically, because the storage customer does not use the working gas volumes (storage capacities) booked by him on a firm basis shall be deemed to exist if the natural gas storage facility does not meet the requirements of § 35b Paragraph (1) Sentence 2 EnWG. 1 sentence 2 EnWG and the storage customer, in relation to the storage capacities booked by him on a firm basis, does not comply with the fill level requirements of § 35 Paragraph (1) Sentence 2 EnWG on the cut-off dates of § 35b Paragraph (1) and (3) EnWG. Should the Federal Ministry for Economic Affairs and Climate Action, by means of a statutory order pursuant to § 35b Paragraph (3) EnWG, define deviating regulations for the relevant cut-off dates and fill level requirements pursuant to § 35b Paragraph (1) Sentence 2 of the Energy Industry Act (EnWG), these shall replace the statutory requirements for the relevant cut-off dates and fill level requirements.

(6) If possible, RGSWest shall inform the storage customer of the upcoming provision of capacities to the market area manager in order to give him the opportunity to use the capacities available to him for the statutory purpose of security of supply. This may be dispensed with if this purpose of this advance warning can no longer be achieved. This is particularly the case if a sufficient lead time for gas injection can no longer be ensured.

(7) In order to ensure compliance with the fill level requirements pursuant to § 35b Paragraph (1) Sentence 2 EnWG or the requirements of a statutory order issued by the Federal Ministry for Economic Affairs and Climate Action pursuant to § 35b Paragraph (3) EnWG, the storage customer shall provide RGSWest on 1 August of a calendar year with evidence of a fill level in relation to the storage capacities booked by it on a firm basis. On 1 August of a calendar year, the Storage Customer shall provide RGSWest with evidence of a level in relation to the storage capacities booked by it on a firm basis that does not jeopardise the achievement of the fill level requirements of § 35b Paragraph (1) Sentence 2 EnWG, again in relation to the storage capacities booked by it on a firm basis.

§ 9 Filling level at end of contract term

(1) The storage customer shall be obligated to assure that it reaches the agreed filling level as of the cessation of storage contract. Should the storage customer not meet the filling level pursuant to Sentence 1 in due time, RGSWest shall charge or compensate the storage customer for the remaining or over-withdrawn working gas volumes pursuant to the Annex "Storage Fees". If natural gas volumes remain, the co-title of the storage customer to the natural gas volumes in the natural gas storage facility at the cessation of the term of contract shall pass from the storage customer to RGSWest.

(2) Should the storage contract be terminated without notice pursuant to § 24 of these Terms and Conditions, the storage customer shall be granted a reasonable period to fulfill the obligations mentioned in Paragraph (1).

(3) If the storage customer is not able due to *force majeure* or any ground for which RGSWest is responsible to fulfill the obligations mentioned in Paragraph (1), the storage customer shall have the right to compensate the differences within a reasonable period agreed between the storage customer and RGSWest after expiry of the storage contract. Paragraph (1), Sentence 2 shall not apply in this event.

(4) Paragraph (3) shall not apply to § 8 Paragraph (5).

(5) To fulfill the rights and duties of the storage customer in Paragraphs (1) to (3), transfers of natural gas volumes shall be admissible between several storage customers pursuant to § 22.

Part 4 Operation

§ 10 Nomination

The storage customer shall be obliged to nominate the natural gas volumes to be assumed by RGSWest for injection and the natural gas volumes to be provided upon withdrawal in accordance with the provisions of the Annex "Operation and Nomination".

§ 11 Allocation

Provisions on the allocation of the natural gas volumes taken over hourly by storage customer from RGSWest at the injection or withdrawal points of the storage facility for injection or the natural gas volumes made available hourly by the storage customer for withdrawal are determined in the Annex "Balancing".

§ 12 Interruption of the capacity usage

RGSWest may partly or entirely interrupt the usage of the interruptible injection/withdrawal capacity depending on the utilization of the firm storage products by storage customers at the (name of storage). An interruption will be done only to the extent necessary to fulfil firm capacity rights.

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Part 5 General provisions

§ 13 Interruptions of service for planned measures and disruptions and imminent danger

(1) During planned measures pursuant to Sentence 2 or disruptions of the natural gas storage pursuant to Sentence 3, RGSWest shall be entitled to interrupt or restrict the storage facility operation. "Planned measures" means measures to perform maintenance (servicing, inspection and repair) and measures to execute installations, alterations or extensions of equipment in the natural gas storage facility. "Disruptions of the natural gas storage" means unplanned interruptions or other unplanned irregularities in natural gas storage or unplanned interruptions or other unplanned irregularities in the provision or take-over of natural gas for injection or withdrawal. In the aforementioned cases, RGSWest shall be entitled to restrict the agreed storage capacities accordingly and shall be released in this regard from its contractual obligations.

(2) RGSWest shall endeavor to restrict planned measures pursuant to Paragraph (1) Sentence 2 to the necessary degree while assuring the highest possible availability of the maintained storage capacities.

(3) If, through the planned measures or disruptions pursuant to Paragraph (1), the firm injection capacity, the firm withdrawal capacity or the firm working gas volume contracted in the storage contract are restricted or interrupted for a period of at least twelve (12) consecutive hours within a gas day[1] (= one day outage) and more than fourteen (14) gas days per storage year, the storage customer shall be released from its payment obligations on a daily basis regarding the respective actual restricted injection capacity, withdrawal capacity or respective actual restricted working gas volume from the fifteenth gas day on. In the case of a booking period of less than one storage year, this period shall be reduced accordingly. Otherwise, the storage customer shall be released from its performance obligations.

(4) RGSWest shall notify the storage customer on a monthly basis about the period of the planned measures during the following six months in accordance with Paragraph (1) leading to any restriction in the storage capacities agreed in the storage contract. The notice pursuant to Sentence 1 shall be binding for the first two of these six months; changes in this binding plan for the first two of the six months may only be made by mutual agreement. In the event of disruptions pursuant to Paragraph (1) Sentence 3, RGSWest shall notify the storage customer without delay. RGSWest will adapt the availability of storage capacities in its web-portal, if the actual availability of storage capacities deviates from the binding notice of planned measures.

(5) After an interruption of the storage facility operations based on measures or incidents pursuant to Paragraph (1), the storage facility operations shall resume gradually, if relevant, with due regard to operational and technical supply circumstances. Injection and withdrawal capacity shall again be available when the

[1] 6:00 a.m. of one calendar day to 6:00 a.m. of the following calendar day

respective capacity with due regard to the Annex "Technical Framework Conditions" can be used again by the storage customer. The working gas volume shall be considered as available again if the working gas volume can be used again with due regard to the Annex "Technical Framework Conditions" and the filling level of the storage facility corresponds at least to the status on the date of the interruption or restriction of the storage facility operations. If a refilling is necessary, this shall be made free of charge for the storage customer by RGSWest.

(6) RGSWest shall be entitled to interrupt storage capacities at any time without prior notice if this is necessary and objectively justified, particularly in order to:
   a. prevent or avert imminent danger to persons, installations, the environment; or
   b. assure that disruptive effects on installations of RGSWest or third parties are averted.

§ 14 Invoicing and payment

(1) The fix storage fee pursuant to the Annex "Storage Fees" in connection with the respective storage contract shall be invoiced monthly for the current month (settlement month). For this purpose, the relevant fix storage fee shall first be reduced to a fix storage fee per calendar day and then multiplied by the number of calendar days in the relevant settlement month. As a result, the monthly invoice amounts shall vary by the number of calendar days in a settlement month. The invoice shall be issued prior to the fifth calendar day the storage capacities made available pursuant to the relevant storage contract.

(2) The storage fee variable pursuant to the Annex "Storage Fees" in connection with the respective storage contract shall be invoiced monthly for the previous month. The invoice shall be issued prior to the 20th calendar day on the basis the kWh of natural gas injected pursuant to the allocation for the storage customer in the previous month.

(3) For the reimbursements to be made by RGSWest pursuant to § 13, RGSWest shall issue a credit note each month prior to the 20th calendar day for the previous month.

(4) All other fees shall be invoiced and compensated separately, as soon as the information relevant to the settlement is available.

(5) The fees pursuant to Paragraphs (1), (2) and (4) are to be paid within fourteen (14) days after receipt of an invoice by the storage customer by remittance onto the bank account disclosed in the invoice.

(6) The credit notes pursuant to Paragraph (3) shall be paid by RGSWest within fourteen (14) days after the preparation of the credit note by remittance onto the bank account specified by the storage customer.

(7) If a deadline pursuant to Paragraphs (1) to (6) falls on a weekend or holiday, the deadline shall be considered the following banking day.

(8) In the event of the default of one contractual partner, the other contractual partner shall be entitled without any further reminder and without prejudice to further

claims to demand the default interest stipulated by law (§ 288 of the German Civil Code - *BGB*).

(9) Objections to invoices are to be made immediately after they are detected. Objections to invoices shall not entitle the contractual party to delay or refuse payment, unless obvious errors (e.g. calculation mistakes) are concerned.

(10) One contractual partner can only set off claims of the other contractual partner or assert a retention right if its due counterclaims are recognized or declared by non-appealable judgment.

(11) Claims of the contractual partner against RGSWest may only be assigned to third parties with the written approval by RGSWest.

§ 15 Credit screening

RGSWest shall apply a credit screening in accordance with the provisions of the Annex "Credit Screening".

§ 16 Force majeure

(1) A contractual partner shall be released from fulfilling its contractual obligations if and to the extent such partner is hindered in the performance due to *force majeure* with the meaning of § 16 Paragraph (2) or through measures of courts for which such partner is not responsible or if the performance is unreasonable for such partner as a result. Accordingly, the other contractual partner shall be released from the obligations corresponding to these obligations.

(2) "*Force majeure*" shall mean exceptional, unforeseeable events outside the control of the affected contractual partner which cannot be prevented in due time even upon application of due diligence and all technical and financial reasonable means, e.g. natural disasters, war, emergency measures, etc. This shall also include strikes and lock-outs in third companies.

(3) The Parties expressly recognise the Covid 19 pandemic as a case of force majeure. In particular, in the event of a renewed wave(s) of infection, extraordinary circumstances or sovereign regulations and measures are still possible which, following the case law of the Federal Supreme Court, are not within the power of the Parties to avert or the averting of which cannot be achieved with a reasonable technical or economic effort. This includes, in particular, border closures and resulting bottlenecks in the supply chains, exit restrictions and contact blocks, restrictions on freedom of movement such as entry and/or exit restrictions concerning both domestic and foreign countries, sovereign or self-imposed restrictions on operations for the prevention of epidemics or other government regulations and measures in accordance with the Infection Protection Act or other ordinances and/or decrees issued in connection with the Covid 19 pandemic. The foregoing provisions shall also apply to any other pandemic.

(4) The contractual partner affected by the events pursuant to Paragraphs (1) or (2) must notify the other contractual partner comprehensively and without undue

delay of the disruption. Such partner must remedy the disruption as quickly as possible with the reasonable means at its disposal.

§ 17 Liability

(1) The contractual partners shall be liable to each other for damages based on injury to life, body or health, unless they have not acted intentionally or negligently.

(2) In the event of a breach of material contractual duties, the contractual partners shall be liable to each other for property and pecuniary damage, unless they have not acted intentionally or negligently. Material contractual obligations are those which protect the material legal positions of the contracting parties under this contract. Furthermore, material contractual obligations are those whose fulfilment makes the performance of this contract possible in the first place and on whose compliance the contractual partners may therefore rely. The liability of the contractual partners in the case of property or pecuniary damage caused by slight negligence in the case of breach of essential contractual obligations shall be limited to the typical and reasonably foreseeable damage at the beginning of the contract. In the event of transactions of the present type, a "typical and reasonably foreseeable damage" can regularly be assumed in the case of damages of up to EUR 2.5 million per damage event for property damages and up to EUR 1.0 million per damage event for pecuniary damages.

(3) The contractual partners shall be liable to each other for property and pecuniary damage in the case of a breach of non-material contractual obligations only insofar as they have acted intentionally or with gross negligence.

(4) If the aggregate individual damage compensation claims of the storage customer against RGSWest pursuant to Paragraphs (2) and (3) for a single damage event exceed the maximum limit of EUR ten (10) million, the damage compensation claim of the storage customer shall be reduced in the ratio by which the aggregate damage compensation claims of all storage customers of RGSWest stand to this maximum limit.

(5) Any liability of the contractual partner in accordance with compulsory provisions of liability law (Haftpflichtgesetz) or the Product Liability Act (Produkthaftungsgesetz) and other legal provisions shall not be prejudiced hereby.

(6) Paragraphs (1) to (5) shall also apply to the personal liability of legal representatives, employees, servants and other vicarious agents of the contractual partners.

§ 18 Data disclosure and processing

(1) RGSWest shall be entitled to process contract details obtained under the contractual relationship within the legal requirements of the applicable data protection and privacy laws in its respective latest valid version and – to the extent required in connection with the Contract and its implementation - to pass on such data to third parties involved in the performance of the contract. RGSWest has single tasks and services carried out by service providers commissioned as data

processors, especially IT-service providers, who are carefully selected and engaged and have their seat outside the EU (third country). Therefore, a third country transfer of the personal data takes place. The third country transmission takes place in compliance with the EU data protection legislation and applicable national data protection legislation as valid at the time. Data protection provisions to establish an adequate level of data protection are defined in contracts with our contractual partners for this purpose in accordance with the applicable legal requirements, e.g. EU Model Clauses. On demand, RGSWest will provide the storage customer with a copy of these guarantees. The contractual partners shall ensure that the respective persons concerned are informed. Queries about data protection can be addressed to datenschutz@rwe.com.

(2) RGSWest shall be entitled to forward consumption, settlement and contractual data to the adjacent network operator if and to the extent this is necessary for the due execution of the relevant storage contract. The storage customer hereby gives its consent to the automated processing of data by RGSWest or an enterprise commissioned by RGSWest in accordance with the provisions of data protection law.

(3) RGSWest shall be entitled to transmit the data and information of the storage customers referred to in § 35b Paragraph (4) Sentence 1, 3, Paragraph (5) EnWG to the Federal Ministry for Economic Affairs and Climate Action, the Federal Network Agency (*Bundesnetzagentur*) and the market area manager in writing or electronically in order to fulfil the obligation under § 35b Paragraphs (4) and (5) EnWG. When transmitting the data to the market area manager, RGSWest shall observe and take into account the provisions of § 6a EnWG on informational unbundling. The storage customer expressly agrees to the transmission of the data and information. The right and obligation of RGSWest to transmit data and information of the storage customer to the competent authorities for the purpose of prevention, investigation, detection or prosecution of criminal offences or law enforcement, as well as protection against and defence against threats to public safety, shall remain unaffected.

§ 19 Confidentiality

(1) Both contractual partners shall be obligated to treat confidentially the data of which they become/have become aware in connection with the execution of the storage contract. Confidential treatment shall mean that information received from the other contractual partner shall not be made available to third parties without the prior written consent of the other contractual partner which gave the information and that such information may not be used commercially on behalf of third parties. The contractual partners shall not be authorized to use such data for any purpose other than to fulfill the duties assumed in accordance with this Agreement. The contractual partners shall also impose a corresponding obligation on the persons whom they use to fulfill the obligations incumbent upon them in accordance with the storage contract or to whom they transfer the capacity rights for use pursuant to § 22. The above obligations also apply to affiliated companies within the meaning of §§ 15ff. AktG and/or service units belonging to or located at affiliated companies within the meaning of §§ 15ff. AktG or are located at such companies.

(2) Both contractual partners undertake to secure the confidential information against unauthorised access by means of appropriate confidentiality measures, to store all documents and materials containing confidential information securely in order to protect them against theft and unauthorised access.

(3) Any necessary disclosure to tax or legal advisors or service units within the meaning of § 19 Paragraph (1) and the disclosure of the necessary technical information to subcontractors shall be permissible even without separate written approval of the information provider if the disclosure is limited to the scope necessary for the performance of the storage contract and the recipients of the information for their part agree to treat the information confidentially or are obligated to maintain confidentiality by law and profession.

(4) The duty to maintain confidentiality shall not apply to information that was previously known to the recipient at the time it was provided without any obligation to maintain secrecy or which was already available to the general public at the time of the provision or became available to the general public at a later time without default of the recipient.

(5) Without prejudice to the above provisions, each contractual partner shall be entitled to meet its judicial, legal and statutory duties to provide information also in relation to the information provided to it. The other contractual partner must be informed of hereof. The contracting party obliged to disclose shall make every reasonable effort to keep the scope of disclosure to a minimum. If necessary, both contracting parties shall provide each other with all reasonable assistance.

(6) The duty to maintain confidentiality shall exist for the term of each storage contract and shall continue to exist for five years beyond the cessation of each storage contract.

§ 20 Economic changes

(1) If the technical, financial, organizational or legal prerequisites under which the storage contract was agreed fundamentally change, each of the parties may request that the storage contract be supplemented and/or adjusted while maintaining the financial equilibrium and/or that such contract be transformed into a contract that does justice to these changes. The contractual partner that invokes such circumstances must substantiate and prove the relevant facts.

(2) If no agreement can be agreed upon regarding the adjustment of the contractual provisions within three months after one contractual partner has requested an adjustment pursuant to Paragraph (1), each contractual partner may take the legal recourse foreseen in § 27. The claim to the new contractual provisions shall exist from the date on which the requesting contractual partner first requests the new contractual provisions from the other contractual partner by invoking the altered circumstances.

§ 21 Modifications of these Terms and Conditions

(1) RGSWest shall be entitled to amend these Terms and Conditions of Storage Access, except for the fees and the liability provisions, at any time, even with effect for all existing storage contracts, insofar as a modification is necessary in order to comply with relevant national or international laws, legal ordinances and/or legally binding requirements of national or international courts or authorities, in particular the Federal Network Agency (*Bundesnetzagentur*), as well as generally recognised rules of technology, and this leads to a gap in the contract or the balance of the contractual structure (in particular of performance and consideration) is not insignificantly disturbed as a result. However, RGSWest may only modify the Terms and Conditions if legal provisions do not restore the balance of the contractual structure or do not fill the gap that has arisen. The modification of the Terms and Conditions may not change the contractual equivalence ratio to the detriment of the storage customer. Such a change shall be notified to the storage customer in writing with notice of at least five (5) weeks. The modification shall only become effective if the storage customer agrees. The storage customer agrees to the modification if the storage customer does not appeal the adjustment within three (3) weeks after the receipt of the change notice. The storage customer must be informed separately in the written notice of this right to appeal and its significance and of the significance of the failure to submit an appeal. If the storage customer does not agree to the modification of the Terms and Conditions, either party shall be entitled to terminate the contractual relationship with a notice period of one (1) week before the planned modification comes into force.

(2) The rectification of obvious typographical or calculation errors shall not constitute an amendment of these Terms and Conditions of Storage Access and shall be possible at any time.

§ 22 Secondary trading

(1) The storage customer shall be entitled to sublet the capacity rights agreed with RGSWest pursuant to the storage contract in whole or in part to reliable third parties for use. In this case, the storage customer is obliged to agree on a provision with the third party which ensures that RGSWest can exercise the right according to § 8 Paragraph (5) even in the event of subletting.

(2) In the event of subletting pursuant to Paragraph (1), the storage customer shall remain fully obliged in relation to RGSWest to fulfill the duties resulting from the storage contract, particularly to pay the relevant storage fees, to nominate volumes and to provide any securities.

§ 23 Transfer of natural gas volumes

The storage customer may transfer injected natural gas volumes within the same storage facility to another storage customer of RGSWest. Requirements and detailed provisions on operations pertaining to the transmission of natural gas volumes pursuant to Sentence 1 are stipulated in the Annex "Balancing".

§ 24 Legal succession

(1) With the prior approval of the other contractual partner, the contractual partner shall be entitled to transfer the entire storage contract or individual contractually determined storage capacities, consisting of working gas volume, injection and/or withdrawal capacity with the associated rights and duties from a storage contract to a third party.

(2) The approval is to be granted provided no concerns exist about the technical, legal and financial reliability of the third party. In particular, financial concerns shall not exist if the third party documents sufficient credit standing or provides adequate security upon request pursuant to § 15.

(3) As a supplement to Paragraphs (1) and (2), any transfer of rights and duties from a storage contract concerning firm or interruptible individual capacity (injection and/or withdrawal capacity) from the storage customer to a third party shall require that the third party has already concluded a storage contract concerning a working gas volume for the same storage facility or concludes such a contract in connection with the transfer of the rights and duties and the term of the storage contract concerning a working gas volume does not cease before the term of the storage contract concerning firm / interruptible individual capacity.

(4) The approval is to be issued or denied at the latest four weeks after receipt of the request for approval and the provision of documentation pursuant to Paragraph (2).

(5) A legal succession by an affiliated company in the terms of § 15 of the Corporation Act (*Aktiengesetz*) shall not require the prior approval of the other contractual partner.

§ 25 Term and termination

(1) The storage contract is concluded pursuant to the procedure described in § 3 or via auction. The contract shall cease on the end date determined in the storage contract (= term of contact). Should obligations relevant to the contract continue to exist at this point in time, such obligations shall be fulfilled by the parties even after the expiry of the term of performance.

(2) The booking period shall commence (with due regard to the provisions in § 4) upon the starting date determined in the storage contract. The booking period shall cease upon the end date determined in the storage contract.

(3) A storage contract may be terminated for good cause by either contractual partner extraordinarily with immediate effect. "Good cause" shall exist particularly in the event:

a. a contractual partner has repeatedly breached material provisions of the storage contract and does so again, despite a prior written warning by the other contractual partner;
b. a petition for the initiation of an insolvency proceedings is dismissed due to a lack of assets pursuant to § 26 of the Insolvency Code. The affected

contractual partner must inform the other contractual partner about this without delay.

(4) Irrespective of Paragraph (3), RGSWest may also terminate a storage contract with immediate effect extraordinarily if the storage customer:
   a. repeatedly fails to meet a payment obligation based on the storage contract for which outstanding amount no security exists and the outstanding amount is not received by RGSWest onto a bank account to be specified by RGSWest within fourteen (14) working days after the storage customer received a written payment request;
   b. the security requested pursuant to § 15 is not rendered immediately after a repeated request.

(5) If the storage contract is terminated extraordinarily by RGSWest, RGSWest shall give the storage customer the opportunity to have its natural gas volumes stored in the natural gas storage facility withdrawn by RGSWest within a maximum period of six (6) calendar weeks after the cessation of the contract in accordance with the provisions of these Terms and Conditions. After unsuccessful expiry of the period established in this regard, § 9 Paragraph (1), Sentences 2 and 3 of these Terms and Conditions shall be applicable.

§ 26 Severability

(1) Should one or more of the provisions contained in a storage contract between the contracting parties, including these Terms and Conditions, be or become in the future invalid or impracticable in whole or in part, particularly in view of the changes in legal framework conditions such as through regulatory measures, the validity of the other provisions shall not be prejudiced thereby. The contracting parties agree that the provision of § 139 BGB shall not apply.

(2) The contractual partners hereby agree in the event of Paragraph (1) to replace the invalid or impracticable provision by another valid and practicable provision which most closely approximates the invalid or impracticable provision in terms of the commercial outcome desired in accordance with the relevant storage contract, effective from the date of the invalidity or impracticability. The new provision must take the interests of both contractual partners into adequate account. This shall also apply if the contract should contain gaps not considered by the contractual partners.

§ 27 Applicable law, arbitral proceedings and place of jurisdiction

(1) All disputes arising out of or in connection with this contract or concerning its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) to the exclusion of the ordinary course of law.

(2) The arbitral tribunal shall consist of three arbitrators. Should the parties not be able to agree on the chairman, he shall be appointed by the President of the OLG Düsseldorf.

(3) The place of arbitration shall be Essen.

(4) The language of the proceedings shall be German.

(5) The applicable law in the matter is the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the German conflict of laws is excluded.

§ 28 Integral parts of these Terms and Conditions

The Annexes applicable to the relevant storage facility:

- "Storage Fees"
- "Technical Framework Conditions"
- "Operation and Nomination" and
- "Balancing"
- “Credit screening”

shall form integral parts of these Terms and Conditions.