

STORAGE CONTRACT

between

[company name and address to be inserted]

- hereinafter referred to as “**Storage Customer**” -

and

EDF Gas Deutschland GmbH
Buschkämpe 4, 26446 Friedeburg-Etzel
- hereinafter referred to as „**EGD**” -

- hereinafter each of them also referred to as “**Party**” or jointly as “**Parties**” -

Contents

- § 1 Subject
- § 2 Fees and Adjustment of Fees
- § 3 Contractual Communication – Contact Person
- § 4 Term
- § 5 General Terms and Conditions

Attachment 1 – Storage Capacity Booking

Attachment 2 – Contact Details *[to be completed]*

§ 1 Subject

- (1) EGD provides to the Storage Customer the storage capacities in the storage facility for the storage term specified in **Attachment 1** and renders the associated storage- and system services. Scope and contents of these obligations derive from this Agreement and the GTCSS including the respective Attachments and Annexes.
- (2) The Storage Customer is entitled to use the storage capacities referred to under subsec. (1) and the associated storage- and system services pursuant to the provisions of this Agreement and the provisions of the GTCSS including the respective Attachments and Annexes, in particular the Technical Specifications (Annex I to the GTCSS) and the Rules for Nomination (Annex II to the GTCSS).
- (3) **The Attachments to this Agreement as well as the GTCSS including their Annexes form an integral part of this Agreement**, see also § 5 below. The entire contract, i.e. this Agreement, its Attachments and the GTCSS including their Annexes, is hereinafter also referred to as the *Storage Contract*.
- (4) The conclusion of the required gas transportation contracts and the transport nominations for making available the natural gas for the purposes of injection at the take over point and, respectively, for the onwards transport of the natural gas after its withdrawal at the return point, is not part of this Storage Contract.

§ 2 Fees and Adjustment of Fees

- (1) The Storage Customer is obliged to pay a fee to EGD for the storage capacities and the associated storage- and system services referred to under § 1 subsec. (1).
- (2) The fee is composed as follows:
 1. the annual storage fee or, in case of a booking of capacities for monthly periods, the monthly storage fee, respectively, according to Article 2 lit. a) of Annex III of the GTCSS "*Products and Fees*";
the storage fee depends on which firm and/or interruptible, bundled and/or unbundled capacities the Storage Customer has booked in the storage facility;
 2. the variable fee according to Article 2 lit. b) of Annex III of the GTCSS "*Products and Fees*"; and
 3. the system service fee according to Article 2 lit. c) of Annex III of the GTCSS "*Products and Fees*".
- (3) The fee is subject to the price adjustments set out in Annex III to the GTCSS.

- (4) Furthermore, handling fees are charged in case working gas is transferred. Those are charged per transaction. Further details are set out in § 6 of the GTCSS.

§ 3 Contractual Communication – Contact Person

- (1) The Storage Customer and EGD provide each other with contact details of a contact person for the exchange of information. The Storage Customer warrants the anytime availability of the contact person for questions related to the contract implementation, such as nomination, matching and allocation.
- (2) The contact persons of the Storage Customer and of EGD with their respective contact details are set out in **Attachment 2**. Each Party is entitled to replace its contact person by means of a written notification towards the other Party; the new contact person and his/her contact details are deemed agreed between the Parties upon the other Party's receipt of such notification, provided that the new contact person is notified by name and with full contact details in the notification.

§ 4 Term

The term of the Storage Contract is provided for in **Attachment 1**. The Storage Contract ends upon the end of the day which is set out as end date in **Attachment 1**. In case the Storage Customer has booked various storage capacities for different storage periods, the latest end date set out in **Attachment 1** is decisive.

§ 5 General Terms and Conditions

- (1) In addition to the above, the GTCSS of EGD apply. The GTCSS which are applicable as at the date of the conclusion of this Agreement are published and available in German and English language on the website of EGD (www.edf-gas-deutschland.de). Upon request of the Storage Customer they will be sent to the Storage Customer by regular mail.
- (2) The applicability of deviating general terms and conditions of the Storage Customer is excluded even if EGD does not explicitly object to those terms.
- (3) EGD is entitled to amend/adjust the GTCSS pursuant to and as further specified in §§ 26 and 27 of the GTCSS.

(Place, Date)

(Place, Date)

Signature
[...] *[insert Storage Customer]*

Signature
(EDF Gas Deutschland GmbH)

Contact Details

A. Contact person and contact details EGD

EDF Gas Deutschland GmbH

[...]

[...]

tel.: [+49]

mobile: [+49]

fax: [+49]

e-mail: [...]

[...]

B. Contact person and contact details Storage Customer

[insert Storage Customer name]

[insert full name of contact person]

[insert full address]

tel.: [+49]

mobile: [+49]

fax: [+49]

e-mail: [...]

[...]