

## **Rules for Nomination**

These Rules for Nomination contain provisions which supplement the GTCSS. Accordingly, amendments thereto are possible in accordance with §§ 25, 26 and 27 of the GTCSS.

Terms written in capital letters shall have the same meaning as defined in § 1 of the GTCSS.

### **Article 1      Nomination**

The Storage Customer nominates with EGD or with a service provider appointed by EGD the Natural Gas quantities which the Storage Customer wishes to inject / withdraw at the Take Over /Return Point. The Nomination shall be made daily with an hourly profile and in kWh. Any reference herein to a particular hour of a Day (such as '8 a.m.')

shall be the Local European Time (LET). LET includes daylight saving, being equal to UTC + 1 outside the daylight saving period and equal to UTC + 2 during the daylight saving period. For the avoidance of doubt, the daylight saving period starts at UTC 01:00 hours on the last Sunday in March and ends at UTC 01:00 hours on the last Sunday in October, and UTC is Universal Time Coordinated, according to ISO 8601: 1988 (E).

#### **(1.1) Availability Report**

1. EGD or its service provider will send to the Storage Customer at or before 8:00 a.m. on the day before delivery ("D -1") the Availability Report. The day of delivery is referred to as "Day D". This Availability Report will include:
  - a) Working Gas in kWh at 6:00 a.m. on Day D -1;
  - b) A forecast of the Injection Rate achievable for the Day D;
  - c) A forecast of the Withdrawal Rate achievable for the Day D; and
  - d) The available maximum working gas capacity in kWh for the Day D.
2. On Day D -1, EGD or its service provider may send, in advance, estimated Availability Report(s) for days after Day D ("D +x"). If for a given date D +x, on the respective day D -1 the Storage Customer does not receive any update of the respective Availability Report, the latest (estimated) Availability Report shall be final.

(1.2) Content of Nomination

1. The information content of the Storage Customer's Nomination shall include:
  - the Contract number of the Storage Contract concluded by the Storage Customer,
  - the Take Over Point or the Return Point,
  - the Day(s) and Hour(s) for which the Nomination is valid,
  - the quantity in unit kWh for each Hour of the Day, indicating whether for such Hour injection or withdrawal is requested (using an agreed sign convention, or alternative),
  - for each hourly quantity, the (coded) name description of the delivering or receiving service user (including, for the avoidance of doubt, the Storage Customer) in the gas transmission grid of the Network Operator.
2. The Storage Customer is responsible for and shall make the necessary (transport) nomination with the Network Operator as prescribed in § 5 (6) of the GTCSS.
3. The Storage Customer's nominations with the Network Operator for any particular Hour shall correspond to the Storage Customer's Nomination with EGD for the same respective hour.

The matching procedure set out in § 5 (7), (8) and (10) of the GTCSS shall apply:

- a. After having received a Nomination, EGD shall liaise with the Network Operator as to whether this Nomination corresponds to the respective nomination of the Storage Customer with the Network Operator (first matching procedure). In case the matching procedure reveals that the Storage Customer's nomination with the Network Operator for a particular Hour does not correspond to the Storage Customer's Nomination with EGD for the same Hour (*mismatch*), EGD shall immediately, at the latest by **2.00 p.m. of Day -1**, inform the Storage Customer accordingly.
- b. Upon receipt of this information about a mismatch, the Storage Customer is entitled to make a Re-nomination to eliminate the mismatch. If there is a Re-nomination **by 3 p.m. of Day -1**, the verification procedure pursuant to lit. a. above takes place anew (second matching procedure). If there is no Re-nomination (either after the first or, as the case may be, the second verification procedure) **by 4 p.m. of Day -1** eliminating the mismatch, the "lesser-rule" applies, i.e. EGD is entitled to adjust the initial Nomination to equal the Storage Customer's respective nomination with the Network Operator. If, however, the Storage Customer's respective nomination with the Network Operator provides

for higher quantities than the Nomination, the initial Nomination shall not be adjusted by EGD. EGD shall inform the Storage Customer accordingly.

(1.3) Preliminary two Day-ahead Nomination

In order to give an indicative power consumption estimate to EGD,

1. before 7 p.m. on Day D -2, the Storage Customer shall nominate with EGD a preliminary value for the Natural Gas quantities which the Storage Customer wishes to inject / withdraw on Day D ("**Preliminary Nomination**"). The Preliminary Nomination shall include the information in paragraph (1.2) 1. above.
2. EGD shall confirm this Preliminary Nomination to the Storage Customer as soon as possible. EGD has the right to reject and curtail a Preliminary Nomination under certain conditions as provided for in Article 2.
3. If EGD does not receive a Preliminary Nomination from the Storage Customer then the quantity nominated for the corresponding Day shall be deemed to be "nil" (0).

(1.4) Day-ahead Nomination

1. Before 1 p.m. D -1, the Storage Customer may confirm or change its Preliminary Nomination and nominates with EGD the value for the Natural Gas quantities which the Storage Customer wishes to inject / withdraw on Day D ("**Day-ahead Nomination**"). The Day-ahead Nomination shall include the information in paragraph (1.2) 1. above. In case the Day-ahead Nomination changes the respective Preliminary Nomination, the Day-ahead Nomination supersedes the Preliminary Nomination, provided it is not an Incompliant Nomination. In case the Day-ahead Nomination is an Incompliant Nomination, no.2 below applies accordingly.
2. If no Day-ahead Nomination is made before 1 p.m. D -1 the following applies:
  - a) If a valid Preliminary Nomination has been made on Day D -2, such Preliminary Nomination shall be deemed as confirmed,
  - b) In case of an Incompliant Preliminary Nomination on Day D-2, then the quantity nominated for the corresponding Day shall be deemed to be "nil" (0).
3. EGD shall confirm the Day-ahead Nomination to the Storage Customer as soon as possible and no later than 1.30 p.m.
4. EGD has the right to reject and curtail a Day-ahead Nomination under certain conditions as provided for in Article 2.

(1.5) Within-Day Nomination

1. Up to two (2) Hours before the start of Hour “H” on Day D, the Storage Customer may nominate with EGD a value for the Natural Gas quantities which the Storage Customer wishes to inject / withdraw on Hour “H” (“**Within-Day Nomination**”). The Within-Day Nomination shall include the information in paragraph (1.2) 1. above (including restatement of data for Hours that have already passed, and for the remainder of the Day D).
2. EGD shall confirm this Within-Day Nomination to the Storage Customer as soon as possible and not later than thirty (30) minutes from receipt of the Within-Day Nomination sent by the Storage Customer.
3. The Within-Day Nomination shall supersede the respective Day-ahead Nomination.
4. EGD has the right to reject and curtail a Within-Day Nomination under certain conditions as provided for in Article 2.
5. For Within-Day Nomination the provisions on matching pursuant to paragraph (1.2) 3. sentences 2 et seqq. do not apply with the exception of the lesser-rule as specified in (1.2) 3.b. sentences 3 and 4 which apply accordingly.

## **Article 2      Nomination rejection and curtailment**

- (1) The Storage Customer is entitled to nominate the Natural Gas quantities which are meant to be injected or withdrawn into/from the Storage Facility within the limits provided for in the Availability Report (and in any case within the limits of the Storage Capacities) and in accordance with the following conditions.
- (2) In the event a Storage Customer’s nomination exceeds the sum of firm + interruptible capacity booked by this Storage Customer for either injection/withdrawal (as appropriate) for any Hour, EGD may reject the whole Nomination. In this case, EGD will make its best efforts to notify the Storage Customer as soon as possible to make a Re-nomination. In the absence of a Re-nomination, EGD will treat this situation as if it had received no nomination by the Storage Customer for the respective Hour(s).
- (3) EGD may propose a Nomination that closely matches with the Storage Customer’s requirement in order to support the Storage Customer in making a Re-nomination.
- (4) EGD may reject a whole nomination for any Hour that results from a mismatch as per § 5 (7) of the GTCSS only in case the nomination is an Incompliant Nomination. Otherwise, the rules provided for in § 5 (8) of the GTCSS apply.
- (5) Curtailment of interruptible capacity only: In the event a Storage Customer’s nomination exceeds the sum of its firm but does not exceed (firm + interruptible) capacity either for injection capacity or withdrawal capacity for any Hour(s), EGD may curtail the nomination for technical reasons for the specific Hours in question such that the volume

of interruptible capacity is “nil” (0) without affecting the firm capacity. In this case, EGD will make its best efforts to contact the Storage Customer as soon as possible to request a Re-nomination. EGD will send a new Availability Report as soon as possible.

- (6) Curtailment of firm capacity: In the event a Storage Customer’s nomination is less than or equal to its firm capacity either for injection capacity or withdrawal capacity for any Hours, EGD may curtail the nomination for technical reasons for the specific Hours in question. In this case, EGD will make its best efforts to contact the Storage Customer as soon as possible to request a Re-nomination. EGD will send a new Availability Report as soon as possible.
- (7) Curtailment of firm and interruptible Working Gas Volume: In the event a Storage Customer’s nomination leads to exceed its contractual Working Gas Volume (firm and interruptible), EGD is entitled to reject or adjust the nomination.
- (8) Curtailment of firm and interruptible capacity: In the event a Storage Customer’s nomination exceeds the sum of its firm but does not exceed (firm + interruptible) capacity either for injection capacity or withdrawal capacity for any Hours, EGD may curtail the nomination for technical reasons.
- (9) In the event a Storage Customer has booked interruptible Working Gas Volume and the interruptible Working Gas Volume is not available, in accordance with Annex I EGD is entitled to oblige its Storage Customer to make the nomination needed to withdraw the gas in excess.
- (10) In the framework of the pool operation as set forth in Annex I, the aggregated nominations of all the Customers may lead to a change of the physical flow direction, or to start the gas plant or to shut down the gas plant. In this case Nominations of the Storage Customer may be suspended for one hour during the time needed to proceed to change the physical flow. In this case EGD and the Storage Customer will make their best efforts to find a solution.

### **Article 3 Provision of Data - Standard Nomination Procedure**

The data necessary to process the Nominations must be provided by the Storage Customer via the dispatching center of EGD or its service provider designated by EGD. The business data, information and documents that are required to process the Nominations should be transferred and exchanged using the format agreed between the Storage Customer and EGD. The Storage Customer bears the cost of transferring data to the dispatching center of EGD or its service provider designated by EGD.

### **Article 4 Co-operation**

In performing the Storage Contract the Parties shall act and co-operate in their mutual interest and mutual benefit. This includes in particular informing one another about all circumstances and measures that could potentially affect the flow of Natural Gas quantities. If problems occur during the injection or withdrawal of the quantities, EGD

and the Storage Customer have a duty to minimize losses. The dispatching center will liaise directly on the measures to be taken in such a case.

#### **Article 5                    Specifics for and handling of cross border transport and relationship to Network Operators**

As set out in Annex I, the Storage Facility is connected to more than one market area, including the German market area THE and the Dutch market area TTF. As a consequence not only the applicable German law, regulations and authorities' decisions, but also the Dutch law, regulations and authorities' decisions (together for the purpose of this Art. 5 "Rules") are to be considered by EGD as storage system operator ("SSO") and compliance needs to be ensured. The Rules as well as their impact on EGD as SSO also affect the Storage Customer, amongst other regarding cross border transport and transport tariff conditions applied by the Network Operators with respect to the respective Take Over and Return Points.

In order to comply with the applicable Rules, to demonstrate compliance to the Network Operators and, as the case may be, to enable Network Operators to comply with and apply the respectively applicable Rules, EGD may comply with requests made by national regulatory authorities (e.g. the Bundesnetzagentur (BNetzA) in Germany and the Autoriteit Consument en Markt (ACM) in The Netherlands) for being provided with certain operational data related to Withdrawn Quantities and Injected Quantities and/or the Status of the (as the case may be - discounted and/or undiscounted) Working Gas Account(s) on all connected market areas. Such disclosures made by EGD qualify as a (permitted) exception from confidentiality pursuant to § 19 (2) (g) GTCSS and, with respect to the Network Operators, are also governed by § 19 (4) GTCSS.

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