

Terms & Conditions of the marketing of storage capacities

at the storage Epe L-Gas

via www.theice.com

on 26 October 2017

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I. General Information

innogy Gas Storage NWE GmbH (“iGSNWE”) offers gas storage capacities at the storage facility Epe L-Gas for the Northwest-European market.

Storage Epe L-Gas, which is part of one of the biggest cavern fields in the world, is connected to the German transmission grid of Open Grid Europe (OGE) for storing L-gas in the market area NetConnect Germany (NCG).

The first tranche of iGSNWEs’ available capacities for storage year 2018 will be offered via the European trading platform of ICE Endex Market B.V.(“ICE Endex):
<http://www.theice.com/endex/auctions>.

The auction will take place on 26 October 2017. For further details on the auction procedure please have a look at the ICE Endex Auction rules <http://www.theice.com/endex/auctions/>

The capacities will be auctioned in one bundle. The bidder may choose in the bid if a variable fee shall be applicable or not. It is possible to hand in two binding bids one with and one without the variable fee whereas one bid might be accepted by iGSNWE only.

In the following please find a quick description of the offered product.

II. Product description

1. Capacities

Within this Service Offer the available storage capacity will be sold at once. Customers can use the capacities for example for seasonal storage, peak supply or portfolio optimisation.

The product consists of the following working gas volume, injection capacity and withdrawal capacity:

Storage bundle ICE Auction Epe L-Gas; SY2018	<i>Product Volume</i>
Working Gas Volume, firm	18,600,000 cbm
Injection Capacity, firm	19,600 cbm/hour
Injection Capacity, interruptible	55,000 cbm/hour
Withdrawal Capacity, firm	39,200 cbm/hour
Withdrawal Capacity, interruptible	115,000 cbm/hour

Bidders may select within this Auction if a variable fee as described below shall apply or not.

2. Booking period

The booking period begins at April 01, 2018, 06:00 a.m. and ends at April 01, 2019, 06:00 a.m.

3. Injection & Withdrawal curves

There is an injection curve and a withdrawal curve applicable for these product. Both curves are described in the Annex Technical Framework Conditions as part of the General Terms and Conditions.

4. Storage Fees

A fix storage fee based on the customer's offer within this Auction is payable for the Service.

In addition to that the storage customer shall pay, if selected in its bid, a variable, usage-based storage fee which is calculated as follows:

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Monthly variable storage fee [Euro/Month] = $0.50 \text{ [Euro/MWh]} / 1,000 \times$
injected natural gas [kWhgas/Month].

5. Additional product information

Bidders may use the Service Offer within the German market area NCG and may combine this Service Offer individually with other booked capacities at the storage Epe L-Gas.

The entry and exit capacities of the adjacent transmission grid of Open Grid Europe GmbH (OGE) are not part of the Service Offer. For posting offers of entry capacity and exit capacity for the entry delivery point and the exit delivery point "Gronau Epe L1" please refer to the adjacent transmission grid operator OGE bookable at <https://corporate.prisma-capacity.eu>.

iGSNWE 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 storage facility Epe L-Gas. An interruption will be done only to the extent necessary to fulfil firm capacity rights.

III. Relevant Conditions

The following table provides an overview of the provisions which – as an integral part – apply to this Auction via ICE Endex and the bidders' offer:

Document	Definition	Source
Auction rules	<p>"Auction Rules and appendices for the auctioning of innogy Gas Storage NWE GmbH storage capacities by ICE Endex on 26 October 2017" (as follows "ICE Endex Auction Rules")</p> <ul style="list-style-type: none"> The Auction Rules of ICE Endex apply to the use of the internet auction platform and the conditions for the qualification and participation of the auction on the ICE's platform. The Auction Rules of ICE Endex also include the capacity allocation procedure. 	http://www.theice.com/endex/auctions
T&C	<p>"Terms & Conditions of the marketing of storage capacities at the storage Epe L-Gas via http://www.theice.com/endex/auctions/ on 26 October 2017"</p> <ul style="list-style-type: none"> The T&C describe the terms and conditions for the qualification, participation and execution of the Auction. The T&C take precedence over the GTC. 	As here
GTC	<p>"General Terms and Conditions for access to iGSNWE storage facilities, Status 01/12/2016".</p>	https://innogy-gsnwe.com
Annex Technical Framework Conditions	<p>Annex "Technical Framework Conditions to the general terms and conditions for access to the storage facility Epe L-Gas operated by innogy Gas Storage NWE GmbH (iGSNWE) within the ICE Endex auction on 26 October" Version 01/09/2017</p> <ul style="list-style-type: none"> This annex describes the rules set for utilization of the storage capacities maintained for the storage customer. 	

IV. Sales Procedure

1. Before placing an offer, the bidder has to be registered as participant on the auction platform <http://www.theice.com/endex/auctions>.
2. The auction will take place on 26 October, 2017. For further details please see the ICE Endex Auction Rules.

V. Conclusion of Contract

1. The Storage Contract shall be concluded in accordance with the allocation of capacities defined under § 5 of the ICE Endex Auction Rules for this auction <http://www.theice.com/endex/auctions>.
2. If the bidder is not obliged to deliver a provision of security due to its credit risk limit (cf. Section VI below) according to the credit screening the Storage Contract is concluded by capacity allocation according to §5.8 of the ICE Endex Auction Rules.
3. If the bidder is obliged to provide a provision of security due to its credit risk limit (cf. section VI below) according to the credit screening the Storage Contract is concluded under the condition precedent ("*aufschiebende Bedingung*" pursuant to Article 158 par. 1 of the German Civil Code (BGB)) that the bidder is providing iGSNWE with the entire provision of security within five (5) working days after the receipt of the security deposit request.

VI. Credit Requirements

1. iGSNWE will execute a credit screening based on Appendix "Credit Screening" of the General Terms and Conditions for access to iGSNWE storage facilities, Status 01/12/2016.
2. All information necessary for the credit screening has to be provided within three (3) working days after iGSNWE has accepted the offer. Documents can also be provided in advance of the Auction.

VII. Legal Notices

1. These T&C rule the terms and conditions regarding the qualification, participation and execution of the Auction. These T&C shall not rule any rights and obligations with respect to the operation of the trading platform by ICE Endex. iGSNWE shall thus not be liable for any services provided by ICE Endex according to the ICE Endex Auction rules. In particular, but not limited to, iGSNWE shall not be liable for any incorrect data communicated or defaulted by ICE Endex and / or any malfunction, technical problem or suspension of operation of the trading platform.
2. No collaboration between bidders, their partners or associated companies, either direct or indirect, in order to exert influence upon the outcome of the auction is permitted. Collaboration between different bidders prior to the auction may lead to exclusion from the Auction. iGSNWE shall have the right to take all necessary steps to prevent such conduct by bidders.
3. Information contained in these T&C is for information purposes only. The bidders agree not to copy, reproduce, modify, distribute, or otherwise use any of the information contained in this T&C except as permitted by these T&C without express prior written consent of iGSNWE.
4. iGSNWE is not liable for the malfunction and/or technical problems of the ICE Endex platform before and during the Auction as this constitutes a case of force majeure for iGSNWE. In case any technical problems occur before the start of the auction the customer has to inform ICE Endex as soon as possible.
5. Notwithstanding the following sentence, iGSNWE shall only be liable for damages based on injury to life, body or health. iGSNWE shall not be liable for damages based on injury to life, body or health, if the contractual partner itself, its legal representatives, servants (*Erfüllungsgehilfen*) or vicarious agents (*Verrichtungsgehilfen*) have acted intentionally or negligently.
6. Notwithstanding the following sentence, in the event of a breach of material contractual duties, iGSNWE shall only be liable for property and pecuniary damage, if iGSNWE, its legal representatives, servants or vicarious agents have acted intentionally or negligently. In case of property or pecuniary damage caused by simple negligence (*einfache Fahrlässigkeit*), the liability of iGSNWE shall be limited to the typical and reasonably foreseeable damage of the contractual party.
7. In case of a breach of non-material contractual obligations by iGSNWE, iGSNWE shall only be liable for property and pecuniary damage, if iGSNWE, its legal representatives, servants or vicarious agents have acted intentionally or negligently.
8. In case of property and pecuniary damages caused by gross negligence (*grobe Fahrlässigkeit*) of iGSNWE, their legal representatives, managing servants and vicarious agents, the liability of iGSNWE and their legal representatives, managing servants and vicarious agents pursuant to Paragraph (7)

shall be limited to the typical and reasonably foreseeable damage of the contractual party. Liability for simple negligence shall be excluded hereby as far as legally possible.

9. Any liability of iGSNWE in accordance with compulsory provisions of the Public Liability Act (*Haftpflichtgesetz*) or the Product Liability Act (*Produkthaftungsgesetz*) and other compulsory legal provisions shall not be prejudiced hereby.
10. Paragraphs (5) to (9) shall also apply to the personal liability of legal representatives, employees, servants and other vicarious agents of iGSNWE.
11. All bidders undertake to treat any and all information they receive in the context of the Auction as strictly confidential.
12. All information concerning times refers to Central European Time ("CET"/"CEST").
13. These T&C and all appendices are subject to German law. The legal venue is Dortmund.
14. Should any provision of these T&C or its annexes be deemed or held to be wholly or partly invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remainder hereof. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of such invalid, ineffective or unenforceable provision. The aforesaid shall apply *mutatis mutandis* to any unintentional omission in these T&C.

VIII. Schedule

17/10/2017	Publication of the T&C for this Auction and the GTC on www.theice.com/endex/auctions .
Until 24/10/2017; 12:00	Registration phase for participation in the auction conducted by ICE Endex, please see "Auction rules of ICE Endex"
26/10/2017, 13:00	Start of Call Period Auction Round
26/10/2017, 13:30	End of Call Period Auction Round
26/10/2017, in the hour directly after the auction round	Notice of Acceptance to successful bidder and if applicable request of security deposit.
by (including) the 5 th working day after the auction, 03/11/2017, cob	Documents to be submitted for the credit screening by successful bidder to iGSNWE
Within 5 working days after notification by iGSNWE of required security	Provision of security deposit by successful bidder. Receipt of security deposit by iGSNWE.

IX. Contact

If you have any queries with regard to the Service Offer within this Auction, please feel free to contact your iGSNWE Storage Sales Team:

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