Storage Services Agreement

[contractLegalName]

between

[CUSTOMER]

and

[ENTITY]

Dated [ssaDayOfWeek], [ssaDateMMMDDYYYY]

Contract Period [1 April 2015] to [1 April 2016]

Version 1.1
Status: Final

© [docReleaseDate]
Preamble

This Storage Services Agreement is made and entered into [ssadate] by and between:

[ENTITY]
a private company with limited liability, having its statutory seat in [statutoryseat] and officiating in [officeplace], [country], hereinafter also referred to as the “Storage Services Provider” on the one part and

[CUSTOMER]
a private company with limited liability, having its statutory seat in [statutoryseatBuyer] and officiating in [officeplaceBuyer], [buyerCountry], hereinafter also referred to as the “Customer” on the other part.

WHEREAS:

A. GASTERRA B.V. - as principal (lastgever) and for its own risk and account - offers in auctions held by Storage Services Provider - acting as a mandatory (lastheber) of GASTERRA B.V. but acting in its own name - certain storage services to the Customers, and

B. Customer has been awarded Storage Services in aforementioned auctions by Storage Services Provider and Customer is willing to offtake such Storage Services from Storage Services Provider, and

C. Storage Services Provider and Customer wish to lay down the terms and conditions regarding the Storage Services awarded to Customer in this Agreement (hereinafter called the “SSA”), and

D. Storage Services Provider acts in its own name, but for the account and risk of GASTERRA B.V., and

E. the Storage Services will be provided from the portfolio of GASTERRA B.V., and

F. Storage Services Provider will not disclose the identity of Customer or any other commercially sensitive information pertaining to Customer to GASTERRA B.V..

Now, therefore, Storage Services Provider and Customer declare to have agreed as follows:
Table of contents

1 Definitions 2
2 Subject of the Agreement 7
  2.1 General 7
  2.2 Gas-in-Storage 7
  2.3 Injection and Withdrawal 9
  2.4 Ordering and Revising 11
  2.5 Nomination at TSO 12
  2.6 Allocation 12
  2.7 Tradability 12
3 Fees 13
4 Invoicing and Payment 14
5 Force Majeure 15
6 Liability 15
7 Term, Suspension and Termination 15
8 Assignment 16
9 Confidentiality 16
10 Creditworthiness 18
11 Miscellaneous 18
12 Notices and Communication 18
13 Applicable Law and Dispute Resolution 19
14 Conditions 19
15 Signatures 20
APPENDIX A – Definition of SBU 1
APPENDIX B – Contract Data Sheet 2
APPENDIX C – Trading Principles 3
APPENDIX D – Operating Agreement 4
APPENDIX E – Allocation Rules Conditional Service 5
APPENDIX F – Roll-over Facility 9
1 Definitions

In this Agreement, except where expressly provided otherwise, the following terms shall have the following meaning and include the plural as well as the singular unless the context clearly otherwise demands:

1.1 Affiliate
   shall mean a company,
   (a) of which fifty percent (50%) or more of the outstanding voting stock or rights is directly or indirectly owned by a Party, or
   (b) which directly or indirectly owns fifty percent (50%) or more of the outstanding voting stock or rights of a Party, or
   (c) of which fifty percent (50%) or more of the outstanding voting stock or rights is directly or indirectly owned by one and the same company which also directly or indirectly owns the majority of the outstanding voting stock or rights of a Party.

1.2 Agreement
   shall mean this Storage Services Agreement, including the exhibits and amendments, if any.

1.3 Allotted SBU
   shall mean the number of SBU’s allocated according to this Agreement and is calculated as described in Article 2.2.2.

1.4 Allowable Stepchange
   shall mean the maximum allowed change in Hourly Withdrawal and/or Injection rates between two consecutive Hours and is expressed in kWh per Hour and is calculated as described in Article 2.3.4.

1.5 Annual Fixed Fee
   shall mean the fee per annum, determined in accordance with the provisions of Article 3.1, payable by Customer to Storage Services Provider.

1.6 Availability Notice
   shall refer to a document to be issued by the Storage Services Provider and send to the Customer to inform Customer about the availability of Storage Services under the SSA or any revision thereof.

1.7 Available Injection Capacity
   shall mean the Injection Capacity that Customer is entitled to deliver to Storage Services Provider under this Agreement and is calculated as described in Article 2.3.2.

1.8 Available Space
   shall mean the Space that Customer is entitled to hold under this Agreement and is calculated as described in Article 2.2.3.

1.9 Available Withdrawal Capacity
   shall mean the Withdrawal Capacity that Customer is entitled to request Storage Services Provider to deliver under this Agreement and is calculated as described in Article 2.3.3.

1.10 Bank Guarantee
   shall mean a Bank Guarantee by a bank that is independent of the Customer and that bears a long-term credit rating at least equivalent to ‘A-’ (S&P) or ‘A3’
(Moody’s). In case both long term credit ratings are applicable the lowest of the two credit ratings will be normative.

1.11 **Business Day**
shall refer to a “werkdag” and means a day, not Saturday or Sunday, which is neither an official holiday as meant in Article 3, first paragraph, of the Dutch Act “Algemene Termijnenwet”, nor a day equal to an official holiday by virtue of the second or third subsection of the above mentioned Act.

1.12 **Conditional Fee**
shall mean the fee as described in Article 3.4.

1.13 **Conditional Service**
shall mean the services as described in Article 2.3.9, 2.3.10 and Appendix E.

1.14 **Contract Data Sheet**
shall be the sheet attached to this Agreement as Appendix B, stating the Injection Capacity, Space and Withdrawal Capacity contracted by Customer under this Agreement.

1.15 **Contract Period**
shall mean the period of time commencing on 1 April 2015 at 06:00 hours LET and ends on the End Date.

1.16 **Customer**
shall mean the company entered into the SSA taking off Storage Services provided by the Storage Services Provider.

1.17 **Defaulting Party**
shall mean the Party being in default as described in Article 7.2.

1.18 **Delivery Point**
shall mean the virtual location in the GTS transmission network called “TTF” or “Title Transfer Facility” where the Storage Services Provider will provide Storage Services to the Customer and that will serve as an entry and exit point at which Parties can transfer Gas.

1.19 **Downstream Shipper**
shall mean a party certified by GTS to nominate on TTF receiving Gas at the Delivery Point on behalf of a Party.

1.20 **End Date**
shall mean 1 April 2016 at 06:00 hours LET or on any earlier date this Agreement expires or terminates in accordance with its terms.

1.21 **EURIBOR**
shall mean the one (1) Month Euro Interbank Offered rate, as published by the European Money Markets Institute on the second Business Day of each calendar Month.

1.22 **EURO (€)**
shall mean European currency EURO (EUR/€).

1.23 **Force Majeure**
shall have the meaning as described in Article 5.1.

1.24 **Force Majeure Claiming Party**
refers to the Party claiming Force Majeure.
1.25 **Gas**

refers to matter that at a temperature of 15 °C and at a pressure of 1.01325 bar is in a gaseous state and mainly consists of methane or other matter that due to its properties is equivalent to methane.

1.26 **Gas Day**

shall mean a period beginning at 06:00 hours LET on any calendar day and ending at 06:00 hours LET on the following calendar day. The reference date of any day is the date of the calendar day on which the day begins. **Daily** shall be construed accordingly.

**Gas Day** shall mean the day under reference.

1.27 **Gas-in-Storage**

shall mean the quantity of **Gas** in storage expressed in kWh assigned to the **Customer** under the **Agreement** at the end of any **Hour** during the **Contract Period** and is calculated as described in Article 2.2.7.

1.28 **Gasunie Transport Services B.V. or GTS**

shall mean the transmission system operator having its statutory seat in and officiating in Groningen, the Netherlands, offering gas transmission services in the Netherlands.

1.29 **Hour**

shall mean a period of 3600 consecutive seconds starting on a full clock **Hour**. **Hourly** shall be construed accordingly.

1.30 **Injection (to inject)**

shall mean the delivery of **Gas** by **Customer** to **Storage Services Provider** at the **Delivery Point** and the transfer of that **Gas** from **Customer** portfolio at **GTS** to **Storage Services Provider** portfolio at **GTS**.

1.31 **Injection Capacity**

shall mean the capacity, expressed as a rate of **Injection**, for **Injection** of **Gas** into storage up to an agreed rate and is expressed in kWh per **Hour**.

1.32 **Late Storage Fee (LSF)**

shall mean the fee payable by **Customer** to **Storage Services Provider** for **Withdrawing** **Customer** **Gas-in-Storage** remaining at the **End Date**.

1.33 **LET**

shall refer to Local (European) Time in the Netherlands and shall mean **UTC** plus one (1) **Hour** in **Winter Time Periods** and **UTC** plus two (2) **Hours** in **Summer Time Periods**.

1.34 **Month**

shall mean a period of time beginning each first day of a **Month** at 06:00 hours **LET** and ending at 06:00 hours **LET** on the first day of the following **Month**. **Monthly** shall be construed accordingly.

1.35 **Operating Agreement**

shall mean the agreement setting out the operational procedures as attached as Appendix D to this **Agreement**.

1.36 **Party**

shall mean either the **Storage Services Provider** or the **Customer**.

1.37 **Parties**

shall mean both the **Storage Services Provider** and the **Customer**.
1.38 **Rejection Notice**
shall refer to a document to be issued by one Party to inform the other Party about the rejection of a document sent by the latter Party.

1.39 **Request Notice**
shall refer to a document to be issued by the Customer and send to the Storage Services Provider to inform Storage Services Provider about the requested quantity of Storage Services under the SSA or any revision thereof.

1.40 **Request Response Notice**
shall refer to a document to be issued by the Storage Services Provider and send to the Customer to confirm to Customer the requested quantity of Storage Services under the SSA or any revision thereof.

1.41 **Roll-Over Facility**
shall mean the optional facility for the Customer to retain Gas-in-Storage at the end of the Contract Period as described in Article 2.2.10.

1.42 **SBU Available Space**
shall mean the Available Space as defined for the Allotted SBU’s to this Agreement as described in Appendix A.

1.43 **SBU Injection Capacity**
shall mean the Injection Capacity as defined for the Allotted SBU’s to this Agreement as described in Appendix A.

1.44 **SBU Injection Factor**
shall mean the Injection Factor as defined for the Allotted SBU’s to this Agreement as described in Appendix A.

1.45 **SBU Withdrawal Capacity**
shall mean the Withdrawal Capacity as defined for the Allotted SBU’s to this Agreement as described in Appendix A.

1.46 **SBU Withdrawal Factor**
shall mean the Withdrawal Factor as defined for the Allotted SBU’s to this Agreement, to be calculated for any Hour within the Contract Period as described in Appendix A.

1.47 **Shipper**
shall mean a Downstream Shipper and/or an Upstream Shipper.

1.48 **Space**
shall mean the capacity to have Gas-in-Storage up to an agreed quantity and is expressed in kWh.

1.49 **Standard Bundle Unit (SBU)**
shall mean a combination of storage capacity, Injection Capacity and Withdrawal Capacity in an agreed ratio to one another as described in Appendix A.

1.50 **Stepchange**
shall mean the change in Hourly Withdrawal and/or Injection rates between two consecutive Hours and is expressed in kWh per Hour and is calculated as described in Article 2.3.5.

1.51 **Store**
shall mean the Gas-in-Storage account as kept by the Storage Services Provider for the Customer.

1.52 **Storage Services**
shall mean services as defined in Article 2.1.1

1.53 **Storage Services Provider** shall mean the company entered into the SSA providing Storage Services to the Customer.

1.54 **Summer Time Period** shall mean the period as defined as summertime period by Directive 2000/84/EC of the European Parliament and of the Council of January 19th 2001 on summertime arrangements and as amended by the European Parliament or the Council from time to time.

1.55 **Tax** shall mean any tax, levy, impost, duty, assessment, contribution, generation or other transmission charge or public service or other charge of any nature (including interest, penalties and additions thereto) that is imposed by any government or taxing authority in respect of any transactions, payments or documents contemplated by this SSA, other than income tax payable by GASTERRA or ICE Endex.

1.56 **Trades Confirmation Notice** shall refer to a document to be issued by the Storage Services Provider and send to the Customer to inform Customer about the concluded trades of Storage Service under the SSA.

1.57 **Upstream Shipper** shall mean a party certified by GTS to nominate on TTF delivering Gas at the Delivery Point on behalf of a Party.

1.58 **UTC** shall mean the solar time at the prime meridian (0º longitude).

1.59 **Variable Fee** shall mean the fee as described in Article 3.2.

1.60 **Week** shall mean a period of time beginning each Monday at 06:00 hours LET and ending at 06:00 hours LET on the following Monday. Weekly shall be construed accordingly.

1.61 **Winter Time Period** shall mean the period as defined as wintertime period by Directive 2000/84/EC of the European Parliament and of the Council of January 19th 2001 on summertime arrangements and as amended by the European Parliament or the Council from time to time.

1.62 **Withdrawal (to withdraw)** shall mean the delivery of Gas by Storage Services Provider to Customer at the Delivery Point and the transfer of that Gas from Storage Services Providers’ portfolio at GTS to Customers’ portfolio at GTS.

1.63 **Withdrawal Capacity** shall mean the capacity, expressed as a rate of Withdrawal, for Withdrawal of Gas from storage up to an agreed rate and is expressed in kWh per Hour.
2 Subject of the Agreement

2.1 General

2.1.1 During the Contract Period and following a successful ordering process as described in this Agreement, Storage Services Provider will provide for Injection, storage and Withdrawal at the Delivery Point under the conditions set out in this Agreement (the Storage Services).

2.1.2 During the Contract Period and following a successful ordering process, Customer will make available Gas for Injection at the Delivery Point and will accept Gas Withdrawn for the Customer at the Delivery Point under the conditions set out in this Agreement.

2.1.3 Storage Services Provider’s obligations to Customer with regard to the Gas and the Customer Gas-in-Storage are limited to Injection, Store and Withdrawal, all subject to and in accordance with the terms and conditions of this Agreement.

2.1.4 Title and risk to the Gas shall be transferred at the Delivery Point.

2.2 Gas-in-Storage

2.2.1 The Storage Services Provider keeps a Gas-in-Storage account for this Agreement. The Gas-in-Storage account is kept in kWh.

2.2.2 The number of Allotted SBU’s under this Agreement is:

(a) the sum of:
   (1) the initially contracted number of SBU’s as defined in the Contract Data Sheet; and
   (2) the number of SBU’s validly transferred to this Agreement from another SSA of Customer or by any third party for that Hour; and
   (3) any additional SBU that Customer may have validly acquired from Storage Services Provider for that Hour for this Agreement;

(b) less:
   (1) the number of SBU’s validly transferred from this Agreement to any third party or to another SSA of Customer for that Hour;

2.2.3 The Available Space; the maximum Gas-in-Storage that Customer is entitled to hold at any time under this Agreement is equal to number of Allotted SBU’s times the SBU Available Space.

2.2.4 The Gas quantities which are accepted by Storage Services Provider from Customer at the Delivery Point shall be credited to the Gas-in-Storage account of the Customer (Injected quantities).
2.2.5 The Gas quantities which are returned by Storage Services Provider to Customer at the Delivery Point shall be deducted from the Gas-in-Storage account of the Customer (Withdrawn quantities).

2.2.6 Where two Customers have contracted with Storage Services Provider SBU’s with identical properties, Gas-in-Storage quantities of one Customer can also be transferred from its Gas-in-Storage account to the Gas-in-Storage account of the other Customer if so demanded by these Customers and taking into account the conditions set out in this Agreement.

2.2.7 The Agreement’s Gas-in-Storage at the end of each Hour of the Contract Period is:

(a) the sum of:
   (1) the Injected quantities of Gas in the Contract Period up to and including such Hour; and
   (2) the quantities of Gas-in-Storage validly transferred to this Agreement by any third party up to and including such Hour; and
   (3) the quantities of Gas-in-Storage validly transferred to this Agreement from another SSA of the Customer up to and including such Hour;

(b) less:
   (1) the Withdrawn quantities of Gas in the Contract Period up to and including such Hour; and
   (2) the quantities of Gas-in-Storage validly transferred from this Agreement to any third party up to and including such Hour; and
   (3) the quantities of Gas-in-Storage validly transferred from this Agreement to another SSA of the Customer up to and including such Hour.

2.2.8 The Customer shall be responsible that Gas-in-Storage shall be zero (0) at the End Date, unless the Customer opts for the Roll-Over Facility.

2.2.9 The Storage Services Provider will offer at request of the Customer any Gas-in-Storage remaining at the end of the Contract Period for Withdrawal at a time that is agreed upon by Service Storage Provider and Customer and that is acceptable to GasTerra. A Late Storage Fee, as described in Article 3.3 will be applicable.

2.2.10 Notwithstanding the abovementioned in Articles 2.2.8 and 2.2.9, the Customer has the option to transfer Gas-in-Storage remaining at the end of the Contract Period into another comparable storage service provided by Storage Services Provider as mandatory of GASTERRA B.V. (principal), provided that the Customer evidences to have entered into a contract for such a comparable storage service for a contract year immediately starting after the Contract Period with sufficient Available Space to store the requested amount of Gas-in-Storage (Roll-Over Facility). For the Gas-in-Storage transferred in conformity with this Article 2.2.10 a Late Storage Fee is not applicable.

2.2.11 The Customer also has the option to transfer Gas-in-Storage remaining at the end of the Contract Period into another comparable storage service provided by Storage Services Provider as mandatory of GASTERRA B.V. (principal) of another customer, provided that the other customer has entered into a contract for such a comparable storage service for a contract year immediately starting after the Contract Period.
with sufficient Available Space to store the requested amount of Gas-in-Storage and this is evidenced by means of the form attached as Appendix F. For the Gas-in-Storage transferred in conformity with this Article 2.2.10 a Late Storage Fee is not applicable.

2.3 Injection and Withdrawal

2.3.1 Customer shall have the right to order for Injection and Withdrawal in the Contract Period and Storage Services Provider shall validate or reject such order, in accordance with this Article 2.3 and Article 2.4.

2.3.2 The Available Injection Capacity for any Hour is:

(a) the sum of:
   (1) the number of Allotted SBU’s multiplied by the SBU Injection Capacity multiplied by the SBU Injection Factor for that Hour; and
   (2) the quantities of Injection Capacity validly transferred to this Agreement by any third party for that Hour; and
   (3) the quantities of Injection Capacity validly transferred to this Agreement from another SSA of Customer for that Hour; and
   (4) any additional Injection Capacity that Customer may have validly acquired from Storage Services Provider for that Hour for this Agreement;

(b) less:
   (1) the quantities of Injection Capacity validly transferred from this Agreement to any third party for that Hour; and
   (2) the quantities of Injection Capacity validly transferred from this Agreement to another SSA of Customer for that Hour.

2.3.3 The Available Withdrawal Capacity for any Hour is:

(a) the sum of:
   (1) the number of Allotted SBU’s multiplied by the SBU Withdrawal Capacity multiplied by the calculated SBU Withdrawal Factor for that Hour; and
   (2) the quantities of Withdrawal Capacity validly transferred to this Agreement by any third party for that Hour; and
   (3) the quantities of Withdrawal Capacity validly transferred to this Agreement from another SSA of Customer for that Hour; and
   (4) any additional Withdrawal Capacity that Customer may have validly acquired from Storage Services Provider for that Hour for this Agreement;

(b) less:
   (1) the quantities of Withdrawal Capacity validly transferred from this Agreement to any third party for that Hour; and
   (2) the quantities of Withdrawal Capacity validly transferred from this Agreement to another SSA of Customer for that Hour.

2.3.4 The Allowable Stepchange for a certain Hour is:

(a) the sum of:
   (1) the absolute value of the Available Withdrawal Capacity for that Hour; and
2.3.5 The Stepchange for a certain Hour is:

(a) in case for that Hour Withdrawal is ordered and for the preceding Hour also Withdrawal has been ordered and verified, the absolute value of the difference between the ordered quantities of the two mentioned Hours;
(b) in case for that Hour Injection is ordered and for the preceding Hour also Injection has been ordered and verified, the absolute value of the difference between the ordered quantities of the two mentioned Hours;
(c) otherwise, the sum of the absolute value of the ordered quantity of that Hour and the absolute value of the ordered and verified quantity of the preceding Hour.

2.3.6 When ordering Withdrawal for a certain Hour, Customer shall assure and Storage Services Provider shall verify following rules:

(a) the ordered Withdrawal for that Hour is less than or equal to the Available Withdrawal Capacity for that Hour; and
(b) the ordered Withdrawal for that Hour is less than or equal to the Gas-in-Storage at the beginning of that Hour; and
(c) the Stepchange between that Hour and the preceding Hour is less than or equal to the Allowed Stepchange for that Hour;

2.3.7 When ordering Injection for a certain Hour, Customer shall assure and Storage Services Provider shall verify following rules:

(a) the ordered Injection for that Hour is less than or equal to the Available Injection Capacity for that Hour; and
(b) the ordered Injection for that Hour is less than or equal to the Available Space minus the Gas-in-Storage at the beginning of that Hour; and
(c) the Stepchange between that Hour and the preceding Hour is less than or equal to the Allowed Stepchange for that Hour;

2.3.8 When ordering no Injection and no Withdrawal for a certain Hour, Customer shall assure and Storage Services Provider shall verify following rule:

(a) the Stepchange between that Hour and the preceding Hour is less than or equal to the Allowed Stepchange for that Hour;

2.3.9 Storage Services Provider may make available as Conditional Service under the Agreement any Available Injection Capacity and/or Available Withdrawal Capacity not ordered for a certain Hour, provided the deadline of ordering for such Hour, or revision thereof, has passed.

2.3.10 Conditional Injection quantities and/or conditional Withdrawal quantities will be allocated using the Allocation Rules stipulated in Appendix E.
2.4 Ordering and Revising

2.4.1 During the Contract Period, every day before 10:00 hours LET, Storage Services Provider shall start an initial ordering process in accordance with the Operating Agreement in order to:

(a) inform Customer about Available Injection Capacity and Available Withdrawal Capacity for each Hour of the next seven (7) Gas Days using an Availability Notice to be sent by Storage Services Provider to Customer; and

(b1) receive binding orders from Customer before 11:00 hours LET, requesting quantities of Gas to be Injected or Withdrawn for each Hour of the next seven (7) Gas Days using a Request Notice to be sent by Customer to Storage Services Provider; and

(b2) receive conditional orders from Customer before 11:00 LET, requesting conditional Injection or Withdrawal capacity for each Hour of the next Gas Day using a Request Notice to be sent by Customer to Storage Services Provider; and

(c1) confirm before 13:30 hours LET, the validated requested quantities of Gas to be Injected or Withdrawn for each Hour of the next seven (7) Gas Days, including the conditional allocation using a Request Response Notice to be sent by Storage Services Provider to Customer; or

(c2) reject within fifteen (15) Minutes after 11:00 LET the received Request Notice using a Rejection Notice to be sent by Storage Services Provider to Customer.

2.4.2 Before 10:00 hours LET on the Gas Day preceding the Gas Day that will be revised Storage Services Provider may revise a sent Availability Notice by sending a revised Availability Notice, requiring a revised Request Notice from Customer, requiring a revised Request Response Notice or Rejection Notice from Storage Services Provider.

2.4.3 Before 11:00 hours LET on the Gas Day preceding the Gas Day that will be revised Customer may revise a sent Request Notice by sending a revised Request Notice from, requiring a revised Request Response Notice or Rejection Notice from Storage Services Provider.

2.4.4 Before 13:30 hours LET on the Gas Day preceding the Gas Day that will be revised Storage Services Provider may revise a sent Request Response Notice by sending a revised Request Response Notice.

2.4.5 A Request Notice will be confirmed if for all Hours in that notice the requested quantities meet the rules as defined in Articles 2.3.6, 2.3.7 or 2.3.8 and the requested conditional additional quantities meet the rules as defined in the allocation rules stipulated in Appendix E. In case for one or more Hours the requested quantities do not meet the mentioned rules, the whole Request Notice will be rejected.

2.4.6 During the Contract Period, every day before 15:00 hours LET, Storage Services Provider shall inform Customer about the Gas-in-Storage quantities for the next seven (7) Gas Days based upon the last confirmed Request Notice by sending the Request Response Notice.
2.5 Nomination at TSO

2.5.1 The Storage Services Provider and the Customer shall instruct their respective Shipper(s) to use the quantities confirmed in the Request Response Notice to nominate the transportation of the to be Injected Gas and/or Withdrawn Gas for the next Gas Day at GTS. Transportation nominations for revised quantities and/or revised shipping information shall be issued as soon as possible. Both Parties assure that all necessary nominations towards GTS are carried out in order to ensure a correct matching by GTS so that the Injection or Withdrawal quantities can be delivered according to this Agreement and the applicable Transmission Service Conditions of GTS.

2.5.2 In case GTS rejects a transportation nomination that concerns nomination of Gas under this Agreement, the Shipper responsible for sending the rejected nomination shall inform both Parties about this rejection within fifteen (15) minutes.

2.5.3 Under this Agreement Customer is only allowed to use one (1) Upstream Shipper and one (1) Downstream Shipper for delivery/receipt of Gas at the Delivery Point within the same Gas Day.

2.5.4 At signing of the Operating Agreement, Customer shall inform Storage Services Provider about at least one (1) Upstream Shipper and one (1) Downstream Shipper for delivery/receipt of Gas at the Delivery Point under this Agreement.

2.5.5 In case Customer plans to use a Shipper not previously notified to Storage Services Provider such Shipper has to be made known to Storage Services Provider at least three (3) Business Days before using such Shipper in a Request Notice.

2.6 Allocation

2.6.1 The Hourly quantities nominated by the Shipper(s) shipping for Storage Services Provider and confirmed and allocated by GTS shall be the Hourly quantities that shall be used to allocate Injection and Withdrawal quantities to this Agreement.

2.7 Tradability

2.7.1 Customer may trade the Storage Services under this Agreement or any part thereof in a secondary market organised and governed by ICE Endex Gas B.V. If Customer engages in the trading of the Storage Services under this Agreement, Customer shall satisfy the provisions as set out in the Trading Principles as defined in Appendix C. At any point of time the Trades Confirmation Notice is leading for the changes to the entitlements the Customer has with regard to the Storage Services under this Agreement or any part thereof ensuing from participation in the secondary market organized and governed by ICE Endex Gas B.V.

2.7.2 If the provisions of the Trading Principles as defined in Appendix C conflict with this Agreement, this Agreement will govern unless Parties explicitly agree otherwise. Secondary trading will however under no circumstances absolve Customer in any
way for its obligations under this Agreement, in so far as such obligations were transferred to a third party by Customer in accordance with this Agreement, but are not met by such third party.

2.7.3 Storage Services Provider provides the trading administration and validation to facilitate the trading in a secondary market organised by ICE Endex Gas B.V.. The trading administration and validation will be available only to Customer and any other Customers that have concluded an Agreement with Storage Services Provider and signed the documents as stipulated by ICE Endex Gas B.V.

### 3 Fees

3.1 Customer shall pay an **Annual Fixed Fee** as mutually agreed, which will be due in **Monthly** instalments calculated by dividing the **Annual Fixed Fee** by the number of **Months** in the **Contract Period**, payable **Monthly** in advance.

3.2 Customer shall pay a **Variable Fee** in respect of quantities **Injected** at the rate of EUR 0.00042 per kWh, and in respect of the quantities **Withdrawn** at the rate of EUR 0.00003 per kWh, which will be calculated and due on **Monthly** basis.

3.3 Customer shall pay a **Late Storage Fee** for any **Gas** remaining in **Gas-in-Storage** at the end of the **Contract Period**, which will be calculated as follows and due at the end of the **Contract Period**: 1.5 multiplied by the weighted average **SBU**-price as published after the most recent successful **Auction** of the current **Contract Period** multiplied by **Gas-in-Storage** divided by 1440 multiplied by 70 divided by 365.

3.4 Customer shall pay a **Conditional Fee** in respect of additional conditional quantities **Injected** and in respect of the additional conditional quantities **Withdrawn**. The **Conditional Fee** will be calculated as follows and will be due on a **Monthly** basis:

(a) The **Conditional Fee** will be set on a daily basis and will be fifty per cent (50%) of the difference between the day-ahead and the month-ahead price multiplied by the additional conditional quantities **Injected** or additional conditional quantities **Withdrawn**;

(b) The price referred to in the previous paragraph (a) is the average of the bid and offer prices (day-ahead and month-ahead) of the “Heren Report European Spot Gas Markets” end of day assessment of the previous **Business Day**;

(c) Only if the day-ahead price is greater than the month-ahead price, conditional quantities **Withdrawn** will be charged a **Conditional Fee**;

(d) Only if the month-ahead price is greater than the day-ahead price, conditional quantities **Injected** will be charged a **Conditional Fee**;

(e) If day-ahead price is equal to the month-ahead price both conditional quantities **Withdrawn** and conditional quantities **Injected** will not be charged a **Conditional Fee**.

3.5 The **Annual Fixed Fee**, the **Variable Fee**, the **Conditional Fee** and the **Late Storage Fee** are exclusive of any Taxes, duties or levies of a similar nature. Storage Services Provider is entitled to add to the **Annual Fixed Fee**, the **Variable Fee**, the **Conditional Fee** and the **Late Storage Fee** all taxes, duties or levies of a similar nature lawfully im-
4 Invoicing and Payment

4.1 Storage Services Provider will submit Monthly invoices for the Annual Fixed Fee. Storage Services Provider will send the Monthly invoice at latest fifteen (15) Business Days before the start of the relevant Month. Customer shall pay the invoice at latest the last Business Day before the start of the relevant Month.

4.2 Storage Services Provider will submit invoices for Variable Fee if due, Late Storage Fee if due and Conditional Fee if due at the latest five (5) Business Days after the relevant Month. Customer shall pay the sums for the Variable Fee if due, the Late Storage Fee if due and the Conditional Fee if due, within fourteen (14) days from date of invoice.

4.3 All invoices shall contain or shall be accompanied by a statement setting out all information as may be reasonably necessary to enable Customer to verify the correctness of the invoice. The invoice or the accompanied statement shall include for the relevant Month (if applicable):

(a) summary of requested and validated quantities for each Hour,
(b) details of quantities of Gas delivered to and from Storage Services Provider and the relevant Withdrawal and/or Injection Hours,
(c) Customers’ Gas-in-Storage per the last Gas Day of the relevant Month 06:00 hours LET,
(d) calculation of any Late Storage Fee, Variable Fee and Conditional Fee.

4.4 Late payments will bear interest. The interest will be calculated by multiplying the number of interest bearing days divided by three hundred and sixty five (365) days with the applicable interest. Interest bearing days are the days from the day following the due date of payment. The applicable interest is calculated by taking the average of EURIBOR plus two per cent (2%) for the Months covering the interest period rounded to two (2) decimals applying the round half up rounding rule (rounding will be applied as follows: 0.05 and above will be rounded up and 0.049 and below will be rounded down).

4.5 Payments by Customer to Storage Services Provider shall be remitted to a bank in the Netherlands specified by Storage Services Provider in writing. Payment will be deemed made when the corresponding invoice amount is credited to the account so specified.

4.6 Any dispute of an invoice, credit invoice and/or statement must be notified to Storage Services Provider in writing within a period of three hundred sixty-five (365) days following the date of such invoice, credit invoice and/or statement. Thereafter the amounts and data on such invoice, credit invoice and/or statement are binding and all rights to challenge laps and terminate. Dispute of an invoice will not remove the obligation to pay within the specified period, except in the case of an obvious error.
4.7 Storage Services Provider will keep auditable records of all information on an Hourly basis that has been or will be used for the determination of the invoices.

5 Force Majeure

5.1 Force Majeure means an occurrence beyond the reasonable control of the Force Majeure Claiming Party which it could not have reasonably avoided or overcome and which makes it impossible for the Force Majeure Claiming Party to perform or procure performance of its obligation pursuant to Article 2 of this Agreement, including, but without limitation, due to one of the following:

(a) The failure of communications or computer systems of GTS; or
(b) GTS's failure to respond to all efforts by the Force Majeure Claiming Party to communicate with GTS.

Provided that Force Majeure shall not include any curtailment or interruption of transportation rights or any problem, occurrence or event affecting any relevant pipeline system.

5.2 If a Party is fully or partially prevented due to Force Majeure from performing or procuring performance of its obligations pursuant to Article 2 of this Agreement and such Party complies with the requirements of Article 5.3 hereof, then no breach or default on the part of the Force Majeure Claiming Party shall be deemed to have occurred and it shall be released from those obligations but only for a period of time and to the extent that such Force Majeure prevents its performance.

5.3 The Force Majeure Claiming Party shall, as soon as practicable after learning of the Force Majeure, notify the other Party of the commencement of Force Majeure and of the obligations that the Force Majeure Claiming Party is unable to perform. The Force Majeure Claiming Party shall provide the other Party with prompt and regular bona fide non-binding estimates of the duration and effect of the Force Majeure.

6 Liability

6.1 Neither Party will be liable to any other Party for any losses or damages incurred by any other Party as a result of or in connection with the performance of this Agreement, unless such losses or damages are caused by gross negligence or wilful misconduct of the first mentioned Party.

6.2 Neither Party will be liable to any other Party for any loss of profit, loss of revenue, loss of contract, loss of goodwill, increased cost of working or any other remote, indirect or consequential loss or damage suffered by such other Party.

7 Term, Suspension and Termination

7.1 This Agreement will be effective during the Contract Period once the conditions mentioned in Article 14 have been fulfilled or waived.
7.2 Each Party will be entitled to terminate this Agreement, without notice of default ("in gebreke stelling") or judicial intervention ("rechterlijke tussenkomst") and/or to suspend performing its obligations under this Agreement, including, but not limited to, Withdrawal of Customers’ Gas-in-Storage, if such other Party (the "Defaulting Party"):

(a) is declared bankrupt ("faillissement") or is granted a (provisional) suspension of payment ("surséance van betaling") or is declared in a similar legal status affecting the rights of creditors generally, or
(b) fails to fulfil its payment obligations pursuant to Article 4 within two (2) Business Days of written demand, or
(c) fails to fulfil any other material obligation under this Agreement, or under any future agreements with Storage Services Provider directly arising therefrom within ten (10) Business Days of written demand,

all without prejudice to:

(i) the first mentioned Party’s right to claim damages, subject to the provisions of Article 6;
(ii) the Defaulting Party’s obligation to pay reasonable judicial and extrajudicial costs, damages and interest, also subject to the provisions of Article 6;
(iii) Storage Services Provider’s right to receive all remaining instalments of the Annual Fixed Fee for the remainder of the Contract Period, in case of termination by Storage Services Provider under this Article 7.2; and
(iv) Customer’s rights under Article 2.

7.3 All amounts that may be owed by the Defaulting Party to the other Party shall be immediately due and payable from the time of suspension of performance of obligations or of termination of this Agreement per Article 7.2.

7.4 Provisions that survive by nature, including but not limited to: recovery of outstanding payments, redelivery of remaining quantities, auditing and confidentiality shall survive five (5) years from the date of termination of this Agreement.

8 Assignment

8.1 A Party shall not assign and/or transfer rights or obligations under this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, provided (i) that such approval is not required for assignment or transfer of this entire Agreement by Storage Services Provider to any of its Affiliates, and (ii) that Customer may assign and/or transfer this Agreement to any third party without such prior written approval, subject to (a) Customers’ continuing joint and several liability for any obligations of Customer and/or the assignee or transferee under this entire Agreement, and (b) adequate notice to Storage Services Provider inclusive an adequate notice term.

9 Confidentiality

9.1 Subject to Articles 9.2, 9.3, 9.4 and 9.5 hereof, the contents of this Agreement and all information received hereunder by one Party from any other Party, including all
operational data, shall be treated strictly confidential by Parties. Such contents or information shall not be shared with or disclosed to a third party, nor shall be made public, without prior written consent of the disclosing Party.

9.2 Customer accepts and agrees that Storage Services Provider will provide information to GASTERRA B.V. with respect to the total number of SBU’s sold to all Customers and with respect to the Gas Injected or Withdrawn Hourly on aggregated basis for all Customers for Storage Services provided by Storage Services Provider on behalf of GASTERRA B.V..

9.3 A Party may disclose said contents or information without such prior written consent to:

(a) directors and employees of such Party, its Affiliates and/or shareholders to the extent reasonably necessary for the approval and performance of this Agreement, provided that such directors, employees and shareholders shall be bound by equivalent provisions of confidentiality, or

(b) a governmental authority or recognised security exchange, where such disclosure is required by law, order or regulation; in such case the receiving Party will inform the disclosing Party in advance of such disclosure and of its extent, or

(c) a bank or financial institution and its consultants, where such disclosure is necessary in connection with financing arrangements, provided that the receiving Party will first obtain a similar written undertaking of confidentiality from such bank, financial institution and/or consultant, or

(d) on a need to know basis to an independent consultant or contractor nominated by a Party or bona fide prospective assignee’s or secondary trading partners as envisaged by Article 9, provided that the disclosing Party will first obtain a similar written undertaking of confidentiality from such consultant or contractor or potential trading partner, or

(e) on a need to know basis to GTS.

9.4 ENTITY shall not disclose the identity or any other commercially sensitive information regarding Customer to GASTERRA B.V.

9.5 A Party may disclose said contents or information without such prior written consent to the extent that such contents or information:

(a) is already lawfully known to the Party receiving the information, or

(b) is already in the possession of the public or becomes available to the public other than through the act or omission of the Party receiving the information, or

(c) is acquired independently from a third party that is entitled to disseminate such information at the time it is acquired by the Party receiving the information, or

(d) is necessary to support a claim or defence in a mediation procedure or in a litigation involving any of the Parties.
10 Creditworthiness

10.1 Storage Services Provider will be entitled to require Customer to provide security for timely payment by Customer for the services performed by Storage Services Provider. Storage Services Provider is entitled to suspend performance of its obligations unilaterally until such security is provided.

10.2 Customer shall provide security in the form of a Bank Guarantee and/or a cash deposit in a bank account designated by the Storage Services Provider for an amount covering the higher of 3 Months Annual Fixed Fee or the possible Late Storage Fee. In this evaluation the possible Late Storage Fee is calculated based on the Gas-in-Storage.

10.3 Storage Services Provider will evaluate the adequacy of the securities provided by Customer on a daily basis, to give the higher of the 2 fees as mentioned in 10.2. and may request Customer to provide additional security if deemed necessary.

10.4 Customer shall promptly respond to any request by the Storage Services Provider by providing the requested additional security on the first next Business Day.

11 Miscellaneous

11.1 All written or oral understandings between Parties prior of the date of this Agreement concerning the matters treated herein are superseded by the contents of this Agreement.

11.2 Any and all modifications and supplements to this Agreement shall not be valid unless drawn up in writing and properly signed by all Parties or their assigns or successors.

11.3 The failure at any time of either Party to require performance by any other Party of any provision of this Agreement will in no way affect the right of a Party to require any performance which may be due thereafter pursuant to such provision, nor will the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any subsequent breach of such provision.

11.4 If one or more of the provisions of this Agreement should be totally or partially void or ineffective this will not affect the legal status of the other provisions. Parties undertake to cooperate in creating an effective new provision which approaches the economic purpose and any other effect of the ineffective or void provision as closely as possible.

12 Notices and Communication

12.1 Parties shall at all times after the effective date of this Agreement (to the extent that each Party is entitled to disclose) give to each other as early as possible all such information as each may have available and as may be necessary or useful to enable Parties to carry out their obligations under this Agreement. Representatives of Parties shall meet whenever deemed required by either Party to discuss such information. Parties shall in particular cooperate closely in the daily dispatching of Gas as
12.2 Any notices or other communications required or permitted operating this Agreement are to be communicated using the language, formats and means as stipulated in the Operating Agreement.

12.3 Unless otherwise agreed, communication required or permitted shall be delivered to the Parties at the electronic and/or physical addresses as stated in Appendix B.

12.4 Unless otherwise agreed any notice to be given herein will be in writing and will be deemed given and effective:

(a) upon receipt by Party addressed, or
(b) if posted in The Netherlands, postage prepaid, to an address in the Netherlands, on the next Business Day subsequent to posting, or
(c) if posted outside the Netherlands or to an address outside the Netherlands, via airmail and postage prepaid with simultaneous electronic copy, on the fifth (5th) Business Day subsequent to posting, or
(d) if given by telex, with charges prepaid, on the next Business Day after the dispatch thereof, unless the time of receipt is acknowledged on the telex, in which case the telex will be deemed given and effective at that time, or
(e) if given by telefax or (encrypted) electronic mail, upon confirmation of receipt by the recipient.

13 Applicable Law and Dispute Resolution

13.1 This Agreement will be governed by and construed in accordance with the laws of The Netherlands.

13.2 All disputes between Parties arising out of or in connection with this Agreement or further agreements resulting therefrom, shall be finally settled by arbitration in accordance with the Rules of the Nederlands Arbitrage Instituut. Jurisdiction by any other court is excluded. The arbitral tribunal will be composed of three arbitrators. The place of arbitration will be The Hague. The arbitral tribunal will award in accordance with the rules of law. The arbitral procedure will be conducted in the English language. The possibility of binding opinion (bindend advies) as foreseen in aforementioned Rules will be excluded.

14 Conditions

14.1 This Agreement is conditional upon the following conditions (the "Conditions") having been satisfied or waived not later than 5 Business Days before the first day of the Contract Period:

(a) Customer has signed the Operating Agreement, which condition may be invoked or waived by Storage Services Provider on its sole discretion;
(b) Customer has furnished an appropriate Bank Guarantee or cash deposit, as referred to in Article 10.2.
14.2 If any of these conditions has not been satisfied or waived by 5 Business Days before the first day of the Contract Period, then this Agreement will be null and void from that date.

15 Signatures

15.1 In witness whereof Parties have duly executed this Agreement in two (2) originals on the date first above written.

Storage Services Provider

[ENTITY]

[ENTITY]

Customer

[CUSTOMER]

[CUSTOMER]
APPENDIX A – Definition of SBU

An SBU comprises firm rights to have Gas Injected, to keep Gas and to Withdraw Gas with the following properties:

- **Available Space** = 1440 kWh;
- Starting value Gas-in-Storage at [contractStartDateMMMDDYYYY] 06:00 hours = 0 kWh;
- **Injection** capacity = 0.3333 kWh/h;
- **Withdrawal** capacity = 1.0 kWh/h;
- **SBU Injection Factor** = 1;
- **SBU Withdrawal Factor** is calculated as follows:
  - In case the actual amount of Gas-in-Storage at the end of Hour H-1 is between 0 kWh and 864 kWh, the SBU Withdrawal Factor increases linear from 0.6 to 1.0;
  - In case the actual amount of Gas-in-Storage at the end of Hour H-1 is between 864 kWh and 1440 kWh, the SBU Withdrawal Factor equals 1.

![Diagram showing the relationship between Gas-in-Storage in kWh and SBU Withdrawal Factor.](chart)

When an Agreement has been allotted more than one SBU, the SBU Withdrawal Factor depends on the outcome of the actual amount of Gas-in-Storage at the end of Hour H-1 multiplied by 1440 and divided by Available Space at the end of Hour H-1 as follows:

- Between 0 and 864 the SBU Withdrawal Factor increases linearly from 0.6 to 1;
- Between 864 and 1440 the SBU Withdrawal Factor equals 1.
APPENDIX B – Contract Data Sheet

On the Contract Data Sheet the contracted number of SBU's and price per SBU (auction result) will be stated and addresses of both Parties.
APPENDIX C – Trading Principles

C.1 Tradable elements are:

(a) **SBU’s** *(Space including Withdrawal capacity and Injection capacity)*, in multiples of units;
(b) **Injection** capacity: in multiples of kWh/h;
(c) **Withdrawal** capacity: in multiples of kWh/h;
(d) **Gas-in-Storage**: in multiples of kWh.

Note: **Space** is not tradable as separate element because of the relationship with **Withdrawal** capacity (see point C.3).

C.2 Trading parties are:

(a) **Customers** who bought primary **SBU’s** and having signed the corresponding documentation as stipulated by ICE Endex Gas B.V.;
(b) New parties not having bought primary **SBU’s**, however having a signed **SSA** and corresponding documents as stipulated by ICE Endex Gas B.V..

C.3 **Withdrawal** capacity can be sold by a **Party** up to a maximum of 0.6 kWh/h times the number of **SBU’s** the selling **Party** has in his portfolio (primary **SBU’s** plus net result of secondary traded **SBU’s**). This maximum of 0.6 kWh/h is because of the potential of zero **Gas-in-Storage** for this **Party**.

C.4 The maximum amount of 25% of the **SBU’s** to one **Party** in the primary sale is not applicable in the secondary trading.

C.5 The **Storage Services Provider** cannot administer speculative positions. For example: capacity can only be traded if that capacity is at that moment in the portfolio of the selling **Party**.

C.6 Obvious borders shall be taken into account such as **Gas-in-Storage** between zero and 1440 kWh times the number of **SBU’s**, etcetera.

C.7 It is herewith explicitly stated that ICE Endex Gas B.V. is organising the trading of Storage Services under this **Agreement** or any part thereof in the secondary market in its own name ('in eigen naam') and for the account and risk ('voor rekening en risico') of ICE Endex Gas B.V. and shall be the contractual counterparty to third parties.
APPENDIX D – Operating Agreement

Here a link to the separate OA document shall be made.
APPENDIX E – Allocation Rules Conditional Service

1.1 Under the Conditional Service, together with the Request Notice as stated in Article 2.4.1, Customer can send a binding order, requesting conditional quantities of Gas to be Injected or Withdrawn for the next Gas Day.

1.2 These conditional quantities of Gas to be Injected or Withdrawn are not limited by the number of SBU’s a Customer has. They are only limited by the aggregated SBU Injection or Withdrawal Capacity of all Customers of Storage Services Provider combined.

1.3 A request for conditional quantities of Gas to be Injected or Withdrawn is binding and irrevocable after 11.00 hours LET.

1.4 The validation process of requested conditional quantities of Gas to be Injected or Withdrawn is based on the principle of maximization of the aggregated SBU Injection and/or Withdrawal Capacity of all Customers of Storage Services Provider combined.

1.5 The aggregated validated quantities of Gas to be Injected or Withdrawn (being the the combination of the requested quantities of Gas under Article 2.4.1.b1 and Article 2.4.1.b2 of all Customers of Storage Services Provider combined) is limited by two parameters:
   - The aggregated SBU Withdrawal Capacity and the aggregated SBU Injection Capacity, based on the Gas-in-Storage of all Customers of Storage Services Provider combined;
   - The aggregated Allowable Stepchange.

1.6 These limitations determine a bandwidth that encompasses the resulting aggregated validated requested quantities of Gas to be Injected or Withdrawn.

1.7 Within the bandwidth, an optimum is calculated to validate as much of the aggregated requested conditional quantities of Gas to be Injected or Withdrawn as possible.

1.8 Conditional quantities of Gas to be Injected or Withdrawn will then be allocated to Customers of Storage Services Provider pro rata, based on the requested quantities of Gas to be Injected or Withdrawn under Article 2.4.1.b1 for that Hour of the Gas Day by the respective Customer of Storage Services Provider.

1.9 Customer will have to pay a fee for the Conditional Services on top of the Variable Fee of Article 3.2.

1.10 A more detailed, mathematical description of the validation and allocation process is given below.

Mathematical description of the validation and allocation process

0. Definitions:
   a. $\text{FIRM}^u = \text{the aggregate firm nomination of all Parties for Hour } u$. $\text{FIRM}^u$ can be positive (net Withdrawal), zero or negative (net Injection).
   b. $W^u = \text{the aggregate conditional Withdrawal nominations of all Parties for Hour } u$. $W^u$ is zero or a positive figure.
   c. $I^u = \text{the aggregate conditional Injection nomination of all Parties for Hour } u$. $I^u$ is zero or a negative figure.
d. $MAX_u^u = \text{the aggregated Withdrawal capacity of all Parties combined for Hour } u$. $MAX_u^u$ is zero or a positive figure. $MAX_u^u$ is calculated according to the values of $FIRM_u^{u-1}$.

e. $MIN_u^u = \text{the aggregated Injection capacity of all Parties combined for Hour } u$. $MIN_u^u$ is zero or a negative figure.

f. $STEP_u^u = \text{the aggregated Allowable Stepchange for Hour } u$. $STEP_u^u$ equals $(MAX_u^u - MIN_u^u) / 2$.

g. $TARGET_u^u$ as further described in 1.a.

h. $TARGET_CAPPED_u^u$ as further described in 2.a.

i. $TARGET_STEP_u^u$ as further described in 3.a.i.

j. $AWARDED_INJECTION_u^u$ as further described in 3.a.ii.

k. $TARGET_STEP2_u^u$ as further described in 3.a.iv.

l. $ADDITIONAL_AWARDED_INJECTION_u^u$ as further described in 3.a.v.

m. $RESULT_u^u$ as further described in 3.a.vi.

n. $CONDITIONAL_u^u$ as further described in 3.a.vii.

o. $WITHDRAWAL_u^u$ as further described in 3.a.viii.

p. $INJECTION_u^u$ as further described in 3.a.ix.

1. Step 1: Determination of target without constraints:
   a. $TARGET_u^u = FIRM_u^u + W_u^u + I_u^u$

2. Step 2: Constraint: MAX and MIN:
   a. $TARGET_CAPPED_u^u =$
      i. $MAX_u^u$, if $TARGET_u^u > MAX_u^u$;
      ii. $MIN_u^u$, if $TARGET_u^u < MIN_u^u$;
      iii. $TARGET_u^u$ in all other cases.

3. Step 3: Optimization
   a. Step 3a: Maximizing Withdrawal (if Day-ahead price $\geq$ Month ahead price).
      i. Maximizing target ($TARGET_STEP_u^u$) taking into account step size and available nominated Withdrawal. Therefore $TARGET_STEP_u^u$ is the minimum of the following four values:
         1. $MAX_u^u$;
         2. $TARGET_STEP_u^{u-1} + STEP_u^u$;
         3. $FIRM_u^{u+1} + W_u^{u+1} + STEP_u^{u+1}$;
         4. $FIRM_u^u + W_u^u$.
      ii. Injection capacity is awarded as long as nominated and as long as it does not affect the Withdrawal amounts (otherwise it is zero). If all the following constraints are satisfied:
         1. $TARGET_STEP_u^u > TARGET_CAPPED_u^u$;
         2. $TARGET_STEP_u^{u-1} - TARGET_STEP_u^u < STEP_u^u$;
         3. $TARGET_STEP_u^{u+1} - TARGET_STEP_u^u < STEP_u^{u+1}$,
      iii. Then: the awarded Injection capacity ($AWARDED_INJECTION_u^u$) is the maximum (means: the less negative) of the following four values:
         1. $TARGET_u^u - TARGET_STEP_u^u$;
         2. $TARGET_STEP_u^{u-1} - TARGET_STEP_u^u - STEP_u^u$;
         3. $TARGET_STEP_u^{u+1} - TARGET_STEP_u^u - STEP_u^{u+1}$;
4. MIN\(u\) – \(\text{TARGET\_STEP}^u\).

iv. Because of the interference between two adjacent values according to the Allowable Stepchange, one additional iteration of the above may result in additional Injection capacity to be awarded. The iterations means:

v. \(\text{TARGET\_STEP}^{2u} = \text{TARGET\_STEP}^u + \text{AWARDED\_INJECTION}^u\)

vi. Additional Injection capacity is awarded as long as nominated and as long as it does not affect the Withdrawal amounts. If all the following constraints are satisfied:

1. \(\text{TARGET\_STEP}^{2u} > \text{TARGET\_CAPPED}^u\);
2. \(\text{TARGET\_STEP}^{2u-1} – \text{TARGET\_STEP}^{2u} < \text{STEP}^u\);
3. \(\text{TARGET\_STEP}^{2u+1} – \text{TARGET\_STEP}^{2u} < \text{STEP}^{u+1}\),

Then: the additional awarded Injection capacity (ADDITIONAL\_AWARDED\_INJECTION\(u\)) is the maximum (means: the less negative) of the following four values:

1. \(\text{TARGET}^u – \text{TARGET\_STEP}^{2u}\);
2. \(\text{TARGET\_STEP}^{2u-1} – \text{TARGET\_STEP}^{2u} – \text{STEP}^u\);
3. \(\text{TARGET\_STEP}^{2u+1} – \text{TARGET\_STEP}^{2u} – \text{STEP}^{u+1}\);
4. \(\text{MIN}^u – \text{TARGET\_STEP}^{2u}\).

vii. The resulting (RESULT\(u\)) aggregated allocated capacity is equal to \(\text{TARGET\_STEP}^{2u} + \text{ADDITIONAL\_AWARDED\_INJECTION}^u\).

viii. Comparing the result from vi with the firm nomination gives the awarded net conditional capacity (CONDITIONAL\(u\)). So \(\text{CONDITIONAL}^u = \text{RESULT}^u – \text{FIRM}^u\).

ix. If the amount of awarded net conditional capacity is negative, all nominated conditional Withdrawal capacity is awarded, otherwise it will be capped to the outcome of CONDITIONAL minus nominated conditional Injection capacity. In formula terms:

1. If \(\text{CONDITIONAL}^u >= 0\), then \(\text{WITHDRAWAL}^u = \text{the minimum of} (\text{CONDITIONAL}^u – I^u)\) and \(W^u\), otherwise \(\text{WITHDRAWAL}^u = W^u\).

x. The awarded conditional Injection capacity (INJECTION\(u\)) is the difference between the amount of CONDITIONAL as from step vii and WITHDRAWAL as from step viii. In formula terms:

1. \(\text{INJECTION}^u = \text{CONDITIONAL}^u – \text{WITHDRAWAL}^u\).
taking into account that a Customer will not be allocated more conditional Withdrawal capacity than nominated by this Customer.

(c) If INJECTION\textsuperscript{u} equals I\textsubscript{u}, then the conditional Injection nomination of each Customer will be fully confirmed.

d) If INJECTION\textsuperscript{u} is less negative than I\textsubscript{u}, then this INJECTION\textsuperscript{u} will be allocated to the respective Customers with a conditional Injection nomination for that Hour \textsubscript{u} pro rata the firm Injection capacity of this respective Customers, taking into account that a Customer will not be allocated more conditional Injection capacity than nominated by this Customer.

These rules stem from the logic to allocate conditional capacity at or as close as possible to the nominated figures, but not beyond that.
APPENDIX F – Roll-over Facility

This agreement is made and entered into [day] [dd mm yyyy] by and between:

[supplying CUSTOMER]

a company with limited liability, having its statutory seat in [statutorySeatBuyer] and officiating in [officePlaceBuyer], [buyerCountry], hereinafter also referred to as the “supplying Customer” on the other part and

[receiving CUSTOMER]

a company with limited liability, having its statutory seat in [statutorySeatBuyer] and officiating in [officePlaceBuyer], [buyerCountry], hereinafter also referred to as the “receiving Customer” on the other part and

WHEREAS:

A. the supplying CUSTOMER has sufficient Gas-in-Storage, and

B. the receiving CUSTOMER has acquired SBU’s for the Contract Period immediately after the Contract Period and has sufficient Space to store the amount of Gas-in-Storage requested for transfer.

Now, therefore, supplying CUSTOMER and receiving CUSTOMER declare to have agreed to transfer Gas-in-Storage from the Gas-in-Storage account of the supplying CUSTOMER to the Gas-in-Storage account of the receiving CUSTOMER on the first Hour of Gas Day 1 April 20.., for a quantity of [xxxxxxx] kWh.

In witness whereof Parties have duly executed this agreement in two (2) originals on .................................................. 20...