Terms and Conditions in the Virtual Gas Storage Auction held by Uniper Global Commodities SE via ICE Endex on 7 December 2017

(hereinafter referred to as the "*Terms and Conditions of Participation*")

1. General Information

Uniper Global Commodities SE (hereinafter referred to as "**UGC**") will auction a virtual gas storage in an auction procedure via ICE Endex (hereinafter referred to as "**ICE**") **on 7 December 2017 from 1130h to 1200h CET** (hereinafter referred to as the **"Auction"**).

UGC explicitly informs the interested parties that the virtual gas storage service and the entitlement of the customer of such virtual gas storage service for the return of gas quantities handed-over to UGC are primarily backed by the general portfolio of UGC in Germany.

Interested parties can **register** for the Auction **until 4 December 2017**, **1200h CET** by providing the completed and signed forms and documents as specified in Article II of the Uniper Auction Rules. All forms are available on **www.theice.com/endex/auctions/uniper**.

The Auction shall only be opened to bidders who successfully registered with ICE in accordance with the process detailed in The Auction Rules and Appendices.

For any further questions please contact Mr Michael Bosch

(email: michael.bosch@uniper.energy, telephone: +49 211 73275-9773).

2. Subject Matter of the Auction and Virtual Gas Storage Service Fee

(a) Subject Matter of the Auction

The virtual gas storage service, as described in the EFET Individual Contract (**Annex 1**) as virtual gas storage, shall entitle the customer to hand over quantities of gas to UGC and UGC shall be obliged to return equal quantities of gas upon the customer's request. The Auction will comprise of 1 Bundled Unit (BU) as described below which will be auctioned independently. The BU will have the following parameters:

- maximum hourly injection quantity: 452 MWh/h
- maximum hourly withdrawal quantity: 452 MWh/h
- maximum working gas quantity: 353,000 MWh
- maximum overdraft limit: 0 kWh
- opening working gas balance: 0 kWh

The virtual gas storage service shall be made available from 01 April 2018, 0600h CET to 01 April 2019, 0600h CET.

The delivery point and the redelivery point shall be the **NCG-H Virtual Trading point**.

(b) Storage Service Fee

For the virtual gas storage service, the customer shall pay to UGC a fixed storage fee. The fixed storage service fee excl. taxes and public charges shall be determined by the result in the Auction.

(c) Injection Fee

The Injection Fee shall be: 0.22 EUR/MWh

(d) Withdrawal Fee

The Withdrawal Fee shall be: 0.21 EUR/MWh

(e) Nomination

Day-ahead nomination of daily profiles via EDIG@S until 1600h CET. Re-nomination within day with a 3 hour lead time within the limits set by the greatest hourly nomination of the Day-ahead nomination for each respective direction. Alternatively, if the Buyer does not use Edig@s, email nominations will be accepted.

3. Auctioning Procedure

The Auction procedure shall be governed by the Auction Rules and Appendices.

The Auction shall start on **7 December 2017 at 1130h CET**. Bidders who successfully registered pursuant to Article II of the Auction Rules and appendices can place their bids on the ICE Endex platform on **7 December 2017 until 1200h CET**.

The successful bidder shall be notified by ICE, no later than **7 December 2017 1630h CET**, of ICE's acceptance of the bidder's offer. UGC reserves the right to withdraw (or modify) any storage product at any time prior to the commencement of the Auction as described herein.

Successful bidders shall sign the **EFET Individual Contract** (which is non-negotiable) attached to these Terms and Conditions of Participation as **Annex 1.** UGC will send two signed copies of the respective contract to the successful bidder after the Auction process and the successful bidder shall immediately after receipt return one countersigned copy to UGC (per email in advance and hard copy per post). The EFET Individual Contract (**Annex 1)** shall already become effective between UGC and the successful bidder at the written notification of the successful bid by UGC.

The successful bidder shall furthermore provide financial security to UGC in the form of a bank guarantee issued by a first class bank with minimum rating of A3 (Moody's) or A- (S&P), whichever is the lower. The form of the bank guarantee is attached as **Annex 2** and is non-negotiable. The original guarantee shall be provided to UGC at the latest by **4 December 2017, 1200 CET**. UGC, in its sole discretion, shall be entitled to waive the bank guarantee requirement in favour of an alternate credit structure (i.e. standalone unsecured, parent guarantee, etc.). For that purpose UGC may request additional financial information from the interested parties on a bilateral basis.

After successful allocation of capacities, ICE/UGC will inform all bidders whose bids could not be considered by e-mail until **8 December 2017, 1200 CET**.

4. Registration

Please refer to the Auction rules and Appendices Article II.

5. Miscellaneous

Any collaboration, cooperation or conspiracy between companies, their shareholders or associated companies, either directly or indirectly, to influence the outcome of the auction shall not be permitted. Any such collaboration, cooperation or conspiracy between companies in the run-up to this Auction may lead to such companies being excluded from the bidding process. UGC shall also be entitled to take all necessary measures to prevent any such behaviour by bidders.

Moreover, UGC shall be entitled to cancel the Auction in the event of any technical problem. UGC shall not be liable for the failure and/or for technical problems with the ICE Endex platform before and/or during the course of the Auction.

The bidders shall keep all information received as part of the Auction confidential.

These Terms and Conditions of Participation shall be exclusively governed and construed in accordance with the laws of the Federal Republic of Germany, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

All claims, disputes and other matters arising out of or relating to these Terms and Conditions of Participation or their validity shall exclusively and finally be settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. Arbitration proceedings shall take place in Düsseldorf, Germany. The arbitral tribunal shall consist of three (3) arbitrators and the language of the arbitration proceedings shall be German or, if the bidder has his registered office outside Germany, English.

Should any of the provisions of these Terms and Conditions of Participation or any of its annexes become ineffective or unenforceable, the other remaining provisions of these Terms and Conditions of Participation and any of its annexes shall remain in full force and effect.

6. Contact

For questions regarding this product, please contact:	Michael Bosch michael.bosch@uniper.energy +49 211 73275-9773
For questions regarding ICE Endex, please contact:	ICE Endex egbert-jan.schutte@theice.com +31 20 305 5158

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7. Annexes

Annex 1: **EFET Individual Contract**
Annex 2: **Bank guarantee**