

CONDITIONS FOR A PRISMA AUCTION

A. General Provisions

1. Introduction

- 1.1 **astora** GmbH (hereinafter referred to as "**astora**") markets **Storage Capacities** at various storage locations (UGS Haidach, UGS Jemgum, UGS Rehden). The capacities are marketed by means of an auction procedure via the **PRISMA** capacity platform (hereinafter referred to as "**PRISMA**").
- 1.2 Interested parties and market participants who wish to participate at one of the auctions (hereinafter referred to as "**Storage User**") will have to complete a registration process with **astora**. This process has to be initiated via the **PRISMA** capacity platform.

<https://app.prisma-capacity.eu>

Additional requirements for the use of the platform, which are determined by **PRISMA**, are not subject to these **Conditions for a PRISMA Auction** and are the sole responsibility of the **Storage User**.

- 1.3 These conditions for participation in an auction conducted by **astora** via the **PRISMA** capacity platform ("**Conditions for a PRISMA Auction**") define the requirements that a **Storage User** must fulfill to gain access to **astora's** auctions as well as the basic principles for the auction process via **PRISMA**.
- 1.4 As a result of an auction, **Storage Services Agreements** may be concluded based on **astora's General Terms and Conditions for Storage Access** and the specific **Storage Specification** for the respective **Storage Location** as amended from time to time. These **Storage Services Agreements** are not subject to these **Conditions for a PRISMA Auction** nor does the acceptance of and compliance with these **Conditions for a PRISMA Auction** constitute a claim of the **Storage User** to conclude a **Storage Services Agreement** with **astora**.
- 1.5 **astora** is willing to complete the registration within five working days after fulfillment of all registration requirements. The confirmation will be sent by **astora** to the person in responsibility via **PRISMA**.
- 1.6 **astora** may not refuse the registration without good cause. Good cause is deemed to exist in particular if there are financial or security-related concerns.

2. Procedure

- 2.1 All documents valid for the respective auction will be published on the website of **PRISMA** and **astora**:

<https://www.astora.de>

- 2.2 **Storage Users** who are registered in accordance with these **Conditions for a PRISMA Auction** may submit their binding bids on **PRISMA**. The bid price is defined as the EUR amount per bundle for the entire product term.
- 2.3 By submitting a legally binding bid via **PRISMA**, the **Storage User** agrees to enter into a **Storage Services Agreement** with **astora** based on **astora's General Terms and Conditions for Storage Access** and the respective specific **Storage Specification** for the respective **Storage Location**.
- 2.4 **astora** is willing to inform the **Storage Users** within 30 minutes after expiry of the bidding period whether and to what extent their bids have been successful. Any declaration of acceptance by **astora** will be sent to the bidding user by e-mail. The **Storage Services Agreement** is concluded if **astora** accepts the **Storage User's** binding offer by means of this electronic declaration without signature. A separate contract document will not be created. If **astora** does not send such a declaration of acceptance to the **Storage User** within one hour after expiry of the bidding period by the meaning of sentence 1 of this paragraph, the **Storage User** shall no longer be bound by his offer.

3. Principles of capacity allocation in the auction

- 3.1 **astora** is entitled not to accept bids from **Storage Users** if these bids do not meet certain economic criteria defined by **astora**. **astora** is not obliged to publish these criteria, but will apply them to all **Storage Users** in a non-discriminatory manner.
- 3.2 The allocation of **Storage Capacities** shall be based on the bid amount per bundle, starting with the highest. The amount of allocated **Storage Capacity** depends on the availability of **Storage Capacity**. An offer that meets **astora's** economic criteria may also be partially accepted by **astora** if it cannot be fully accepted due to insufficient availability of **Storage Capacities**.
- In the case of two or more bids that meet **astora's** economic criteria and that cannot be accepted in their entirety but have the same bid amount, the remaining bundles will be allocated proportionally on the basis of the maximum quantity of the respective bid. The number of allocated bundles is always rounded up or down to a whole number.
- 3.3 The storage fee for the allocated bundles shall be based on the binding offer of the **Storage User** per bundle and shall be multiplied by the number of allocated bundles.

B. Final provisions

4. Legal information

- 4.1 The provisions concluded between the **Storage User** and **PRISMA** as part of the registration process (TSO Certificate of Authority / Power of Attorney) are legally valid and binding for the parties involved.
- 4.2 **astora** shall not be liable for the failure and/or technical problems of **PRISMA** before and/or during an auction procedure.

- 4.3 All **Storage Users** are obliged to treat all information received during the auction process as confidential.
- 4.4 These **Conditions for a PRISMA Auction** shall be governed by and construed in accordance with German law.
- 4.5 Should an individual provision or part of a provision of these **Conditions for a PRISMA Auction** be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid and/or unenforceable provisions shall be replaced by provisions that come closest to the meaning and purpose of these **Conditions for a PRISMA Auction**. This applies accordingly to any regulatory loophole.