

Storage Service Agreement on the Notification of Gas Quantities Stored in Haidach Gas Storage

between

astora GmbH
Karthäuser Str. 4
34117 Kassel

(hereinafter referred to as „**astora**“)

and

Storage Customer
Address

(hereinafter referred to as „**Storage Customer**“)

(referred to individually as “**Party**” and collectively as
“**Parties**”)

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Recital

astora operates the natural gas storage facility situated in Haidach, national territory of Austria. The storage facility is not connected to the Austrian gas grid. The Storage Customer has booked capacities in Haidach Gas Storage.

According to the Erdgas-Energielenkungsdaten-Verordnung (Natural Gas Energy Intervention Data Ordinance or **G-EnID-VO 2014**) issued in Austria, **any Natural Gas Trader** is obliged to weekly report to E-Control all Working Gas Volumes stored in Austria for each storage company. In addition, the natural gas trader shall notify which of these stored natural gas volumes are designated for end users.

According to the provisions of **G-EnID-VO 2014**, the **Natural Gas Trader** is obliged to use the format made available by the Austrian Gas Grid Management AG (**AGGM**) (**AGGM Notification**).

This Storage Service Agreement stipulates the submission of respective data on the respective **Working Gas Volumes** by **astora** to **Storage Customer** in order to enable **Storage Customer** to fulfil its obligations deriving from **G-EnID-VO 2014** and according to § 1 of this Agreement.

Terms made bold and not defined otherwise in this Storage Service Agreement are correspondent to the definitions listed in the **General Terms and Conditions for Storage Access (Speicherzugangsbedingungen)** of **astora**.

§ 1 Scope of Service

The **AGGM** Reporting Service – hereinafter: “**Service**” – includes **astora**’s obligation towards **Storage Customer** to report to **AGGM** the **Working Gas Volume** available to **Storage Customer** under all of the **Storage Customer’s Storage Contracts** at **Haidach Storage Facility** at the end of every Tuesday. The data shall be reported in accordance with the communication standard and within the time limit given by **AGGM** (email and Excel file attached).

As the storage facility is connected to the German gas grid only, there are no quantities at Haidach storage facility available to be delivered directly to Austrian end users. Against that backdrop, a notification of such quantities with regard to Haidach Storage does not apply presently.

Storage Customer assures that upon conclusion of this **Storage Service Agreement** the quantity to be delivered to Austrian end users equals 0 kW. If there are any changes concerning the Working Gas Volume made available to be delivered to Austrian end users during the term of this Agreement, **Storage Customer** undertakes to immediately inform **astora** of this Working Gas Volume to enable **astora** to report the required data.



If **astora** notifies false data to AGGM as a result of **Storage Customer's misreporting**, **astora** shall be discharged from liability with regard to its reporting obligation under this Agreement.

Storage Customer shall receive a copy of **astora's** notification submitted to **AGGM** by e-mail sent to:

Storage Customer's e-mail address:

astora shall offer the above defined **Service** only under such **Storage Contracts** that have been concluded with **astora** and refer to **Haidach storage facility of astora**.

§ 2 Start, Duration and Termination of this Agreement

This Agreement shall come into force upon signature of the Parties and shall expire not earlier than at the end of the **Storage Year** that has been defined in the **General Terms and Conditions for Storage Access** and in which the term of this Agreement commences. Apart from this, the term of this Agreement shall be terminated automatically upon expiration of all Storage Contracts concluded between **astora** and Storage Customer for the Haidach storage facility.

In order to make the necessary IT arrangements to initiate and provide the **Service** according to § 1, **astora** needs a lead time of 10 **Working Days** starting from the point in time **astora** receives the notification from **Storage Customer** according to § 4.

Either Party is entitled to terminate this Agreement during its term by giving a 3 month notice to the end of the **Storage Year**.

§ 3 Service Fee

Storage Customer shall pay **astora** a fee amounting to €1,000 € per **Storage Year** started, according to § 1 of the **General Terms and Conditions for Storage Access**. **Storage Customer** has to pay the **Service Fee** in advance for the first time upon receipt of the invoice for the month following the conclusion of this **Storage Service Agreement**, and then, in future, upon receipt of the first storage fee invoice of the storage year the customer is charged for. **Storage Customer** shall make the payment according to § 33 (1) and § 34 of the **General Terms and Conditions for Storage Access**.

If **Storage Customer** terminates this Agreement during the period of the **Storage Year**, no pro rata temporis **Service Fee** shall be refunded.

§ 4 **Obligation to Cooperate**

Storage Customer shall undertake to immediately provide **astora** with all information (including but not limited to the **EIC** Party Code) necessary to perform the **Service** in full and in due time as defined by G-EnID-VO 2014 and in accordance with the state-of-the-art technologies, standards and electronic formats.

Should **Storage Customer** come to know that a misreporting occurred, **Storage Customer** is obliged to immediately inform **astora** about this fact.

§ 5 **Data Quality and Notification**

astora is entitled – without further investigation – to use data from its electronic processing system or data provided by **Storage Customer** in order to provide its **Service**. **astora** shall not be held liable for damages caused by the unavailability of the **AGGM** reporting system. As **astora** uses an automated data transfer process to submit data to **AGGM**, **astora** cannot be held responsible for any misreporting to **AGGM** or held liable for any proven damages which may result from false, imprecise or delayed reporting due to transmission error or unavailability of its IT system.

Kassel,
astora GmbH
