

## AGREEMENT ON APPLICABLE TARIFFS TO AND FROM STORAGE FACILITIES THAT ARE PHYSICALLY CONNECTED TO THE DUTCH AND GERMAN MARKET AREA

This Appendix 11 is applicable if and as far a storage facility is connected to more than one market area. The calculation of the amounts chargeable for correction invoices regarding the application of the storage discount can be found in TSC article 5.1.4.

Below a list of all storage facilities that are physically connected to the Dutch and German grid.

Network point id	Network point description	SSO
301198	ENSCHEDE (INNOGY-UGS EPE)	RWE
301309	ENSCHEDE (NUON-UGS EPE)	Vattenfall
301360	OUDE STATENZIJL (ETZEL-EKB-H)	EKB
301361	OUDE STATENZIJL (EWE-H)	EWE
301391	OUDE STATENZIJL (ASTORA JEMGUM)	SEFE/ Astora
301391	OUDE STATENZIJL (ASTORA JEMGUM)	VNG Gasspeicher
301400	OUDE STATENZIJL (ETZEL-CRYSTAL-H)	Edison
301400	OUDE STATENZIJL (ETZEL-CRYSTAL-H)	EDF
301400	OUDE STATENZIJL (ETZEL-CRYSTAL-H)	EnBW
301401	OUDE STATENZIJL (ETZEL-FREYA-H)	OMV
301401	OUDE STATENZIJL (ETZEL-FREYA-H)	Uniper
301453	OUDE STATENZIJL (EWE JEMGUM)	EWE

# AGREEMENT ON APPLICABLE TARIFFS TO AND FROM STORAGE FACILITIES THAT ARE PHYSICALLY CONNECTED TO THE DUTCH AND GERMAN MARKET AREA

between

### **GASUNIE TRANSPORT SERVICES B.V.**

and

(SSO)

#### THIS AGREEMENT IS MADE BETWEEN:

- Gasunie Transport Services B.V., a company organized under the laws of the Netherlands, with registered office located at Concourslaan 17, 9727 KC, Groningen, the Netherlands, registered at the Dutch Chamber of Commerce with company identification number [xx] (hereinafter referred to as "GTS"), duly represented by [xx].
- [SSO], a company organized under the laws of [xx], with registered office located at [xx], registered at the [xx] with company identification number [xx], (hereinafter referred to as ["SSO"], duly represented by [xx].

Hereinafter also collectively referred to as "Parties" and each individually referred to as "Party".

#### WHEREAS:

- A. **GTS** is the transmission system operator of the natural gas transmission system in the Netherlands.
- B. **SSO** operates a natural gas storage facility ("**Storage Facility**") that is located in Germany and physically connected to both the German (**THE**) market area and the Dutch (**TTF**) market area. Therefore, **cross-border-flow** between the **TTF** market area and **THE** market area (and vice versa) can occur through the **storage facility**.
- C. The Dutch Tariff Code gas ('Tarievencode gas'; "Tariff Code") will be amended as from 1 January 2025. Under the new Tariff Code, the gas storage discount can be granted¹ if the SSO has concluded an agreement with GTS which guarantees that the discount is only granted to the extent that the gas storage facility is used as gas storage and there is no transport of gas between directly connected systems as referred to in recital 4 in the preamble and Article 9 (1) of NC-TAR (Commission Regulation (EU) 2017/460).
- D. This **Agreement** contains the necessary arrangements for fulfilling the **Tariff Code**, article 3.5 paragraph 5, so that **GTS** can grant the gas storage discount and can do this on an ex ante basis.

#### THEREFORE, PARTIES HAVE AGREED AS FOLLOWS:

<sup>&</sup>lt;sup>1</sup> Tariff code, article 3.5 paragraph 4 and 5

#### 1. LIST OF DEFINTIONS

Expressions in italics and bold, with no referral to the paragraphs where they derive from, are defined in the Transmission Service Conditions (**TSC**) of **GTS.** Expressions only in bold refer to expressions defined in this **Agreement**.

- 1.1. **Agreement**: this document;
- 1.2. **THE**: Trading Hub Europe market area;
- 1.3. **TTF**: Dutch Title Transfer Facility market area;
- 1.4. **SSO**: Storage System Operator, the company that operates the **storage facility** and is responsible for the **shipper storage portfolio** administration;
- 1.5. **Storage Facility:** Storage facility operated by the **SSO**;
- 1.6. **Shipper:** Entity that has a contract with the **SSO** for storing gas in and subtracting gas from the **storage facility**;
- 1.7. **THE shipper**: entity that books transport capacity at the **THE** side of the **Storage Facility**;
- 1.8. **TTF shipper**: entity that books transport capacity at the **TTF** side of the **Storage Facility**;
- 1.9. **THE Inventory**: Gas volume stored in the **Storage Facility** with a **THE** label and allocated to a **shipper storage portfolio**;
- 1.10. **TTF Inventory**: Gas volume stored in the **Storage Facility** with a **TTF** label and allocated to a **shipper storage portfolio**;
- 1.11. **Shipper storage portfolio:** For each **shipper** a storage portfolio contains both **THE Inventory** and **TTF inventory**. This will be administrated by the **SSO**
- 1.12. **TSO**: Transmission System Operator;
- 1.13. **Allocation**: Hourly gas value in kWh/h determined by the **TSO**, either at the **TTF** side or at the **THE** side for a **shipper storage portfolio**.
- 1.14. Non-Storage total tariff: Non-Storage total tariff, entry or exit as applicable, as listed in "Appendix 1 Network points and prices" of GTS Transmission Service Conditions ('TSC');

- 1.15. Storage total tariff: Storage total tariff, entry or exit as applicable, as listed in "Appendix 1 Network points and prices" of GTS Transmission Service Conditions ('TSC');
- 1.16. Cross-border flow: Hourly cross-border flows in kWh/h as reported by the SSO in accordance with this agreement and as defined in article 3.3 (cross-border flow from the TTF side to the THE side) and article 3.6 (cross-border flow from the THE side to the TTF side);
- 1.17. Cross-border capacity: The maximum hourly cross-border flow in kWh/h on a gas day in a shipper storage portfolio as determined by GTS;
- 1.18. **VGN**: Vereniging Gasopslag Nederland, representative organization for storage operators connected to the **GTS** grid;
- 1.19. ACM: Autoriteit Consument en Markt, Dutch Regulatory Authority for the gas market;
- 1.20. **TSC**: Transmission Service Conditions. These are the general term and conditions of **GTS**.
- 2. SCOPE and CONDITIONS FOR APPLYING the STORAGE DISCOUNT at the TTF side
- 2.1. This **Agreement** applies to the **storage facility** "xxxxxx" of **SSO** which is physically connected to both **THE** and **TTF**. The **storage facility** "xxxxxx" is connected at the **TTF** side via network point [30xxxx] ("the **network point**").
- 2.2. GTS will apply the applicable storage discount on an ex-ante basis, on the network point, as a default situation only if, and insofar, the SSO meets all the obligations as described in this Agreement and the Agreement has not been suspended or terminated as described in article 10.4 and 10.5.
- 2.3. **GTS** will make provisions in its **TSC** that allow **GTS** to charge all the contracted entry and exit capacities against the **Non-Storage total tariff** towards the **TTF shippers** in the case of suspension or termination of this **Agreement**.
- 3. ADMINISTRATION OF STORAGE INVENTORY AND CROSS-BORDER FLOWS SSO OBLIGATIONS

- 3.1. If a Shipper injects gas into the storage facility at the THE side, then the SSO shall add the exit allocations at the THE side to the THE Inventory. This gas is labelled as THE gas.
- 3.2. If a **Shipper** withdraws gas from the **storage facility** at the **THE** side, then the **SSO** shall subtract the entry **allocations** at the **THE** side from the **THE Inventory**. The level of the **THE Inventory** can never be lower than zero.
- 3.3. Cross border flow from the TTF side to the THE side will occur if, for a specific shipper, an entry allocation at THE side requires more gas from the THE Inventory than available in the THE Inventory. In such a case the remaining entry allocation(s) are deemed to be cross border flows and shall be sourced from the TTF Inventory and the SSO shall subtract the rest of the entry allocation(s) at the THE side from the TTF Inventory on an hourly basis. The level of the TTF Inventory can never be lower than zero.
- 3.4. If a **Shipper** injects gas into the **storage facility** at the **TTF** side, then the **SSO** shall add the exit **allocations** at the **TTF** side to the **TTF Inventory**. This gas is labelled as **TTF gas**.
- 3.5. If a **Shipper** withdraws gas from the **storage facility** at the **TTF** side, then the **SSO** shall subtract the entry **allocations** at the **TTF** side from the **TTF Inventory**. The level of the **TTF Inventory** can never be lower than zero.
- 3.6. Cross border flow from the THE side to the TTF side will occur if, for a specific Shipper, an entry allocation at the TTF side requires more gas from the TTF Inventory than available in the TTF Inventory. In such a case the remaining entry allocation(s) are deemed to be cross border flows and shall be sourced from the THE Inventory and the SSO shall subtract the rest of the entry allocation(s) at the TTF side from the THE Inventory on an hourly basis. The level of the THE Inventory can never be lower than zero.
- 3.7. If gas is traded in-store between **shipper storage portfolios**, the **SSO** shall ensure that **TTF** labelled gas shall only be exchanged between the **TTF inventories**.
- 3.8. If gas is traded in-store between **shipper storage portfolios**, the **SSO** shall ensure that **THE** labelled gas shall only be exchanged between the **THE inventories**.
- 3.9. If gas is added to a **TTF inventory** via a so called **SSO** gas loan, **SSO** shall ensure that the loaned gas will be returned to the **SSO** from **TTF Inventory**.
- 3.10. If gas is added to a **THE inventory** via a so called **SSO** gas loan, **SSO** shall ensure that the loaned gas will be returned to the **SSO** from **THE Inventory**.

- 3.11. If **Shipper** has bought so called cushion gas from the **SSO**, **Shipper** may add the volume of the bought gas to the **THE Inventory** and/or the **TTF Inventory**.
- 3.12. The **SSO** shall ensure that the label, as allocated in articles 3.1 and 3.4, shall remain unchanged in each of the **Inventories**.
- 3.13. The volumes of article 3.7 until and including 3.11 may not be used to change the level of **cross-border flows** afterwards.

#### 4. REPORTING – SSO OBLIGATIONS

- 4.1. The **SSO** shall report to **GTS** via-email on a monthly basis, ultimately on the 10<sup>th</sup> working day after each month, in one ZIP-file containing one file for each **shipper** storage portfolio.
- 4.2. All of the information described in article 4.3, is necessary for **GTS** and **ACM** to be able to conclude that the obligations of the **Tariff code** article 3.5 paragraph 5, have been fulfilled.
- 4.3. This ZIP-file contains per file for each **shipper storage portfolio**, all of the following information, of the whole month one row per hour containing:
  - Gas day in dd-mm-yyyy
  - Hour of the day in dd-mm-yyyy hh:00 LET
  - Actual volume of the THE Inventory (kWh)
  - Actual volume of the TTF Inventory (kWh)
  - Entry or Exit Allocation<sup>2</sup> at the THE side (kWh)
  - Entry or Exit Allocation<sup>2</sup> at the TTF side (kWh)
  - Changed volume<sup>3</sup> from the **THE Inventory** due to gas in storage exchange (kWh)
  - Changed volume<sup>4</sup> from the TTF Inventory due to gas in storage exchange (kWh)
  - Calculated cross border flow from the THE side to the TTF side (kWh)
  - Calculated cross border flow from the TTF side to the THE side (kWh)
- 4.4. The **SSO** shall send the above-listed information per **shipper storage portfolio** by using the standardized flow report in a spreadsheet as provided by **GTS** and specified in appendix I.

<sup>&</sup>lt;sup>2</sup> Send-out from the **storage facility** shall be reported as negative value, send-in as positive value.

<sup>&</sup>lt;sup>3</sup> If **shipper** received gas according to article 3.8, 3.10 or 3.11 this shall be reported as a positive value and will be added to the **THE Inventory**. If **shipper** delivered gas according to article 3.8 en 3.10 this shall be reported as a negative value and will be subtracted from the **THE inventory**.

<sup>&</sup>lt;sup>4</sup> If **shipper** received gas according to article 3.7, 3.9 or 3.11 this shall be reported as a positive value and will be added to thw **TTF Inventory**. If **shipper** delivered gas according to article 3.7 en 3.9 this shall be reported as a negative value and will be subtracted from the **TTF inventory**.

- 4.5. In the report the **SSO** shall use **GTS** business partners IDs (6xxxxx) and **GTS** portfolio Edigas-codes (GSxxxxxx) as reference for the **shipper storage portfolio**, to be provided by **GTS** to the **SSO**.
- 4.6. Any **Inventory**, as present in the storage, at the start of gas day January 1<sup>st</sup>, 2025, shall serve as the opening balance for the **THE Inventory** and the **TTF Inventory**. The gas which is stored in the German (**THE**) storage portfolios will be marked as **THE Inventory**. The gas which is stored in the Dutch (**TTF**) storage portfolios will be marked as **TTF Inventory**.
- 4.7. If **SSO** did not manage to send the report according to article 4.1 or after the initial report **SSO** detects an error or mistake in the report, there will be the possibility to send a new report with regard to the same month and **shipper storage portfolio**. A new or amended report on the basis of this article must be received by **GTS** before the 1<sup>st</sup> working day of the month that is 4 months later than the start of the regarded month. After this date a report is considered to be final and further reports or amendments to earlier reports will not be taken into consideration anymore by **GTS**.

#### 5. INVOICING CROSS BORDER CAPACITY BY GTS TO TTF SHIPPERS

- 5.1. GTS will determine the cross-border capacity for each shipper storage portfolio, by using the standardized flow report, as described in article 4. The maximum hourly cross-border flow on a gas day will be defined as cross-border capacity. In case of cross-border capacity the Non-Storage total tariff for firm capacity the Day product shall be applied.
- 5.2. Because the TTF shipper already paid the storage total tariff for the cross-border capacity at an earlier stage, GTS will invoice the TTF shipper for the cross-border capacity against a specific tariff, which is the difference between the Non-Storage total tariff and the Storage total tariff of firm capacity for the Day product for the gas day at which the cross-border flow took place.
- 5.3. If the **cross-border capacity** was used to flow gas from the **THE** side to the **TTF** side, **GTS** will use the **Non-Storage total tariff** of firm entry capacity for the **Day product** as input for determining the specific tariff in accordance with article 5.2.
- 5.4. If the **cross-border capacity** was used to flow gas from the **TTF** side to the **THE** side, **GTS** will use the **Non-Storage total tariff** of firm exit capacity for the **Day product** as input for determining the specific tariff in accordance with article 5.2.

5.5. **GTS** will multiply the **cross-border capacity** with the specific tariff as determined according to article 5.3 and 5.4 to calculate the amount chargeable, which will be invoiced to the **shipper**.

#### 6. AUDIT RIGHT

- 6.1. **GTS** shall have the right to check, or to appoint an external auditor to check, the necessary **SSO** administration in order to be able to check if the obligations, as described in this **Agreement**, have been fulfilled in a correct way.
- 6.2. **SSO** will provide all necessary information and administration to **GTS** for this purpose upon request.
- 6.3. **SSO** agrees that **GTS** will share all information, as described in article 4, to **ACM**, upon their request.

#### 7. LIABILITY

- 7.1. A **Party** shall not be liable under any circumstances for any damage incurred by the other **Party**, subject only to the exceptions of this article 7.
- 7.2. **GTS** will not be liable for any consequences relating to the suspension or termination of this **Agreement** or any other event that may result in **GTS** no longer applying the **Storage total Tariff** to the **Network Point**.
- 7.3. A limitation of liabilities according to this **Agreement** does not apply to direct damages that result from willful misconduct or gross negligence:
  - "Willful misconduct" means an intentional or consciously reckless disregard, and "gross negligence" means a reckless disregard, by a **Party** and/or its directors or employees of managerial or supervisory status, of the obligations of a reasonable and prudent operator. Therefore, an intentional, consciously reckless or reckless disregard of any provisions of the obligations of a reasonable and prudent operator, by an employee of a **Party** who is neither a director nor an employee of managerial or supervisory status, is not considered to be "willful misconduct" or "gross negligence". For the purpose of this article 7.3, '**Party**' also includes any of its affiliated companies acting for and on behalf of that **Party**.
- 7.4. If **SSO** does not fulfill or breaches one or more of the obligations under this **Agreement**, **SSO** will indemnify and hold harmless **GTS** from and against any claims

from third parties resulting from or in connection with such failure to fulfill or breach. GTS shall inform SSO without undue delay in writing of any claims made by any third party, providing all relevant details of such claim. SSO shall be under no obligation to indemnify and hold harmless GTS against a claim if GTS has acknowledged the respective claim without SSO's prior written approval. For the avoidance of doubt, the obligation for SSO to indemnify and hold harmless GTS remains in force also if GTS has decided to (i) suspend or (ii) terminate this Agreement, however, in cases of (ii) the obligation is limited to claims resulting from or in connection with a failure to fulfill or breach of one or more obligations under this Agreement by SSO which arose prior to the termination becoming effective.

#### 8. CONFIDENTIALITY

8.1 Information obtained by **Parties** under this Agreement shall be held strictly confidential until three (3) years from the end date or the date of early termination of the Agreement. A **Party** shall not disclose said information without the prior written consent of the other **Party**.

However, a **Party** may make available said information without such prior written consent to:

- (a) Its employees or employees of affiliated companies or shareholders to the extent reasonably necessary for the approval and performance of this **Agreement**, provided that such employees and shareholders shall be bound by equivalent provisions of confidentiality; or
- (b) a governmental authority or recognized security exchange, where such disclosure is required by law, order or regulation or is otherwise allowed accordance with this Agreement; in such case the disclosing Party will inform the other Party in advance of such disclosure and of its extent; or
- (c) independent consultants, auditors or contractors nominated by a **Party**, provided that such **Party** shall first obtain a written undertaking of confidentiality from each consultant or contractor, that is similar to the undertaking of confidentiality set forth in this article 8; or
- (d) banking and financial institutions and their consultants, where such disclosure is necessary in connection with financing arrangements, provided that such a **Party** shall first obtain a written undertaking of confidentiality from such institutions and their consultants, that is similar to the undertaking of confidentiality set forth in this article 8.
- 8.2 Notwithstanding the provisions of article 8.1, the **Party** receiving the information may disclose such information without the other **Party's** prior written consent, only to the extent that such information:

- (a) is already lawfully known to the **Party** receiving the information and is not subject to an undertaking of confidentiality; or
- (b) is already in the public domain 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.

#### 9. AMENDMENTS TO THE AGREEMENT

- 9.1. GTS is entitled to amend the content of this Agreement to accommodate changes in the Dutch Network codes and/or other legislation imposing obligations on GTS or as a result of binding judgements from ACM or a competent court. Such amendments will have effect from the date the new legislation enters into force. GTS will consult with SSO prior to the amendments related to this article. GTS shall implement the same amendments to all GTS SSO agreements "on applicable tariffs to and from storage facilities that are physically connected to the Dutch and German market area".
- 9.2. GTS will inform SSO on any intended amendment to this Agreement on the basis of article 9.1 in writing. Amendments to this Agreement will be valid and enter into force 3 months after receipt of the information by the SSO, unless Parties agree on a different date.
- 9.3. In addition to article 9.1, Parties shall have the right to propose amendments to this Agreement in situations other than described in article 9.1 of this Agreement. This includes the case that this Agreement is not in compliance with the German regulatory laws and regulations applicable to the SSO, or that the competent German regulatory authority addresses the SSO for reasons of a purported non-compliance relating to this Agreement. The SSO is entitled to request an amendment of this Agreement to rectify the non-compliance or prevent a non-compliance to manifest. As GTS strives to keep all GTS SSO agreements "on applicable tariffs to and from storage facilities that are physically connected to the Dutch and German market area" identical, such proposal will be discussed between GTS and all SSO's with such an Agreement. The SSO has the right to ask VGN to join the discussion. If Parties will not reach consent within 6 months after starting negotiations on amending the terms of this Agreement, Parties may decide to consult ACM on the matter.
- 9.4. In case of any amendments to the **Agreement**, **Parties** will sign the amended **Agreement**.

#### 10. ENTRY INTO FORCE, TERM, SUSPENSION AND TERMINATION

- 10.1. This **Agreement** will enter into force on the gas day of 1 January 2025 and will have the duration of one year.
- 10.2. Without notice of the termination of the **Agreement** by one of the **parties** the **agreement** will be tacitly extended for a period of one year on each January 1<sup>st</sup> of any following year.
- 10.3. **GTS** has the right to suspend this **Agreement** in case the **SSO** does not fulfill the obligations in in this **Agreement** and, if **GTS** has made use of this right, **GTS** shall charge all the contracted entry and exit capacities from the date of suspension the **Non-Storage total tariff** towards the **TTF shipper**.
- 10.4. Before suspending this **Agreement, GTS** will notify the **SSO** in writing. The **SSO** has ten (10) working days after receipt of notification to rectify shortcomings. In case the **SSO** does not rectify the shortcoming within the ten (10) working days, the suspension will start on the day of the notification and last until the shortcomings have been rectified.
- 10.5. **GTS** shall have the right to terminate this **Agreement**, without judicial intervention, only if:
  - the **SSO** continuously fails to fulfill one or more of the obligations under this **Agreement**. This is at least considered to be the case if the **SSO** does not fulfill any of its obligations for a consecutive period of 3 months or more than 5 months in one year.
  - the **SSO** has been declared bankrupt (in Dutch: "in staat van failissement verklaard") or is granted a (provisional) suspension of payment (in Dutch: "surséance van betaling") or is declared in a similar legal status affecting the rights of creditors generally.
- 10.6. If **GTS** terminates this **Agreement** in accordance with article 10.5, **GTS** shall adhere to a notice period of 3 months.
- 10.7. **SSO** has the right to terminates this **Agreement** with a notice period of 3 months.
- 10.8. If, according to **GTS**, the frequency of occurrences of cross-border flow is significantly higher than currently expected, the gas **storage facility** is primarily used for cross border flow. **GTS** and **SSO** will discuss that situation. Potentially, this can lead to an expost application of the **storage total tariff** instead of an ex-ante application and/or this can lead to a change in the capacity allocation mechanism for that **storage facility**. If a **storage facility** is primarily used as an **IP**, the capacity allocation mechanism for that **storage facility** should, according to **GTS**, be the same as for **IP**'s, which is via the

auction mechanism.

The **SSO** has the right to ask **VGN** to join the discussion. If **GTS** and **SSO** will not reach consent within 6 months after starting negotiations on amending the terms of this **Agreement**, **GTS** and **SSO** may decide to consult **ACM** on the matter.

10.9. This **Agreement** has been concluded between **Parties** as a consequence of the entry into force of article 3.5 paragraph 4 and 5 of the **Tariff Code** as of 1 January 2025. Therefore, as long these two paragraphs remain materially unchanged, **Parties** have the intention to prolong the **Agreement** on a year-by-year basis.

#### 11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. This **Agreement** and any non-contractual obligation arising out of or in connection with it are governed exclusively by Dutch Law.
- 11.2. All disputes arising out of or in connection with this **Agreement** will be amicably settled between the **Parties**. **Parties** (both separately and jointly) may decide to consult **ACM** on the matter in search of amicable settlement.
- 11.3. In case the dispute cannot be amicably settled, the dispute shall be finally resolved by the competent North Netherlands District Court.

#### Agreed and signed in duplicate,

Signed on behalf of Gasunie Transport Services B.V.

By xxxxxxx in his capacity as XXXXXXX

On dd/mm/yyyy in Groningen

Signed on behalf of SSO

By xxxxxxx in his capacity as XXXXXXX

On dd/mm/yyyy in xxxxx

#### APPENDIX I: DATA DELIVERY BY SSO BY MEANS OF A SPREADSHEET

- 1. During the implementation and test period, which will ultimately last until 1 December 2024, parties can suggest changes to below format.
- 2. GTS will, based on the suggestions, have the right to change the spreadsheet and these will be communicated to and accepted by **SSO**.
- 3. **GTS** will send the final version of the spreadsheet ultimately on 15 December 2024 to the **SSO**.
- 4. **SSO** will use that final version for delivering the flow data to **GTS** as stipulated in article 4, as of 1 February 2025 (for the gas month January 2025).

