

**General Terms and Conditions
for the Conclusion of Contracts on
Market-based Solidarity Measures on the Security Platform Gas**

(hereinafter referred to as "MBS Terms and Conditions")

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Preamble

Trading Hub Europe GmbH (THE) is the operator of the Security Platform Gas as stipulated in Section 2b of the Energy Security of Supply Act (EnSiG) and Section 1a of the Gas Security Ordinance (GasSV). The Federal Network Agency (BNetzA) uses the Security Platform Gas in its capacity as Federal Load Dispatcher, making it available to other European Member States and Switzerland (hereinafter referred to collectively as "Member States" or individually as "Member State"), end users pursuant to Section 1a (2) GasSV, balancing group managers and storage users (hereinafter collectively referred to as "Providers") for the conclusion of contracts on gas quantities that can be made available.

The provision of gas quantities as part of an initiative serves to implement market-based solidarity measures in accordance with Article 13 of Regulation (EU) 2017/1938 of 25 October 2017 concerning measures to safeguard security of gas supply and repealing Regulation (EU) No 994/2010 (hereinafter referred to as the "SoS Regulation") and bilateral agreements between Member States based on this regulation. Enabling market participants and Member States requesting solidarity to conclude contracts on German territory is a final voluntary and market-based means for the Member State providing solidarity to release available gas quantities and deliver such quantities to the Member State requesting solidarity. If the measures adopted in accordance with these MBS Terms and Conditions are unsuccessful, the BNetzA may choose to implement non-market-based measures in accordance with Art. 13 para. 5 of the SoS Regulation.

Any registered user of a Provider on the Security Platform Gas can participate in this initiative. These MBS Terms and Conditions set out the details governing such participation.

§ 1 Subject matter of the contract

- (1) These MBS Terms and Conditions govern the process of submitting and accepting bids and the conclusion of contracts as part of an initiative.
- (2) The purpose of the initiative is in each case the conclusion of a contract between the Provider and the Member State for the quantity of gas to be supplied (hereinafter referred to individually as "Contract" or collectively as "Contracts"). The Contract comprises all bids submitted by the Provider as part of a specific initiative and accepted by the Member State, where applicable the supplementary contractual conditions of the Member State, the information provided in the initiative itself and these MBS Terms and Conditions. Neither THE nor the BNetzA nor the Federal Ministry for Economic Affairs and Energy (BMWE) shall become a party to the Contract.

§ 2 Terms and definitions

For the purposes of these MBS Terms and Conditions, the following definitions shall apply:

- Provider (the seller): Providers are end users, balancing group managers and/or storage users who are registered on the Security Platform Gas pursuant to Section 1a (2) GasSV and wish to sell gas quantities to the Member State and offer such quantities accordingly.
- Initiative: Initiative is the process of submitting and accepting bids as part of market-based solidarity measures in accordance with Article 13 of the SoS Regulation, which is triggered by a request for solidarity from the Member State.
- Market location identification number ("MaLo-ID"): The MaLo-ID is a unique designation for a market location in the German energy market.
- Member State (the buyer): The Member State is the EU Member State respectively Switzerland, or a third party acting on its behalf, which has submitted a request for solidarity to the Federal Republic of Germany pursuant to Art. 13 of the SoS Regulation and purchases the gas quantities offered by the Provider. They include, without limitation, The Netherlands, Belgium, Luxembourg, Denmark, Poland, Austria, Czech Republic, France, Italy and Switzerland.
- Security Platform Gas: A digital platform pursuant to Section 2b EnSiG in conjunction with Section 1a GasSV for natural gas designed to allow the preparation and implementation of measures issued on the basis of Section 1 (1) sentence 1 no. 4 and Section 2a (1) GasSV.
- Solidarity request: The solidarity request is the formal request by the requesting Member State to another Member State to provide solidarity in accordance with Art. 13 of the SoS Regulation.

§ 3 General provisions on the conclusion of Contracts and the acceptance of these MBS Terms and Conditions

- (1) Following the receipt of a request for solidarity from a Member State, the BNetzA will call on Providers to offer available gas quantities to the Member State concerned on

the basis of request in accordance these MBS Terms and Conditions. Following receipt of a request for solidarity from a Member State pursuant to Art. 13 SoS Regulation, Providers will be informed by the BNetzA by e-mail sent to the contact stored on the Security Platform Gas about the available options for submitting market-based bids and their prerequisites. The initiative will be published and implemented for a specific delivery period. The BNetzA will define further requirements for the submission and acceptance of bids for the initiative, if necessary. Member States can also have their own supplementary contractual terms and conditions (on the THE website referred to as "Specified Conditions of the Framework Agreement") placed on the THE website¹, which the Provider accepts in accordance with the terms of this Section 3 (2) of these MBS Terms and Conditions.

- (2) The Provider and the Member State shall agree to these MBS Terms and Conditions, the conditions laid down in the initiative and, where applicable, the supplementary contractual terms and conditions of the Member State concerned in the context of each submission and acceptance of a bid by ticking a *"I accept the following conditions: 1) MBS Terms and Conditions 2) the conditions set out in the initiative 3) if applicable, the conditions set out in the framework agreement of the Member State concerned (see THE website)." tick box* provided for this purpose in the bid submission and acceptance screens of the Security Platform Gas. The MBS Terms and Conditions, as amended, are published on the THE website².
- (3) The unconditional acceptance of the conditions referred to in subsection (2) hereinabove shall be a prerequisite for participation in the initiative.
- (4) All Providers registered with the Security Platform Gas³ can offer available gas quantities on a binding basis.
- (5) End users and storage users acting as Providers shall guarantee that they have submitted their bid only after prior coordination with the balancing group manager assigned to them and that they are authorised to conclude the Contract and are thus entitled to use the balancing group or balancing subgroup. The assignment of the end user's MaLo ID to the balancing group or balancing subgroup of a balancing group manager shall be completed in advance by the network operator.
- (6) All Member States registered with the Security Platform Gas can accept bids from Providers on the Security Platform Gas as part of an initiative.
- (7) If a Contract has been concluded with the requesting Member State, the Provider shall be obliged to deliver the contracted gas quantities.
- (8) Once a market-based bid has been accepted, the Providers will receive an overview with a confirmation of acceptance and the necessary contact details of the Member State required for further coordination and, in particular, for the invoicing. Necessary contact details within the meaning of the previous sentence shall include, without limitation, the 24/7 contact details, the invoice address, the VAT ID and the balancing group number of THE to be used. The use of THE's balancing group in the case of market-based solidarity is solely to simplify the balancing process in the crisis situation.

¹ Available on the THE website (www.tradinghub.eu) in the download area under the 'Security Platform Gas' tab.

² Available on the THE website (www.tradinghub.eu) in the download area under the 'Security Platform Gas' tab

³ www.sicherheitsplattform-gas.de

After acceptance, the Member State will receive an overview of the accepted bids as well as the Provider's contact details, the invoice address, the VAT ID and the balancing group number stored for further coordination.

§ 4 Bid submission

- (1) Bids must always be submitted via the Security Platform Gas input mask. The bids can be submitted by the Provider until the expiry of the period specified in the initiative (hereinafter referred to as "Bidding Period").
- (2) The market-based bid must contain at least the following information:
 - Capacity in MWh/h
 - Prices in the form of a commodity charge in euros per MWh
 - MaLo-ID (end user) or balancing group number (storage user or balancing group manager)

The bid must be submitted in accordance with the initiative published on the Security Platform Gas and fulfil the requirements set out in these MBS Terms and Conditions.

- (3) The Provider is entitled to submit several bids under one initiative.
- (4) The bid submitted must be correct, unconditional and complete. The bid will be deemed to be complete if it contains all of the information required under the respective initiative. The Provider will be solely responsible for the accuracy and completeness of the information provided. Bids that do not meet the requirements set out in the respective initiative or these MBS Terms and Conditions or are incomplete or unclear will not be considered.
- (5) Bids submitted may be amended or revoked until the end of the Bidding Period, which shall also be done on the Security Platform Gas. A bid will become binding at the end of the Bidding Period.
- (6) All costs incurred by the Provider in connection with the submission of the bid must be borne by the Provider.

§ 5 Bid acceptance

Bids must generally be accepted by the Member State via the input mask of the Security Platform Gas. Bids can be accepted by the Member State until the end of the acceptance period specified in the initiative.

§ 6 Confidentiality

- (1) The parties shall treat as confidential the contents of an individual Contract and all information and details received in the course of the performance of such individual Contract, regardless of their form (hereinafter referred to as "Confidential Information"), and shall not disclose or make such Confidential Information accessible to third parties without the affected party's prior written consent. The foregoing shall not apply to necessary communication with the balancing group manager if a party is

- an end user or storage user. The parties undertake to use Confidential Information exclusively for the purpose of implementing the aforementioned Contracts.
- (2) Each party shall have the right to disclose Confidential Information received from the other party without the other party's written consent:
- a. to an affiliated company in accordance with Section 15 of the German Stock Corporation Act (AktG), provided that the affiliated company is obliged to maintain confidentiality with respect to the Confidential Information received in the same way,
 - b. to its employees, committees, representatives, consultants, shareholders, banks and insurance companies, if and to the extent that disclosure is necessary for the proper fulfilment of contractual obligations and these persons or companies have undertaken to treat the information confidentially or are obliged by law to maintain confidentiality by virtue of their profession,
 - c. to the extent that the Confidential Information:
 - i. is already legitimately known to the party receiving the information at the time it is received from the other party
 - ii. is already in the public domain or enters the public domain in a way other than by actions or omissions of the receiving party
 - iii. must be disclosed by a party due to a legal provision or a court or official order or a request from the regulatory authority, or
 - iv. is shared by a party with the competent authorities and the assigned balancing group manager or end user or storage customer for the purpose of implementing these provisions
- (3) The obligation to maintain confidentiality shall survive the end of the individual Contract by two (2) years.

Neither THE, nor the BNetzA nor the BMWG shall be liable to the parties with regard to the application of these MBS Terms and Conditions. These MBS Terms and Conditions shall serve as a basis for the very short-term processing of market-based gas deliveries to a Member State requesting solidarity.

§ 7 Severability

- (1) If any provision of these MBS Terms and Conditions or of an individual Contract is or becomes ineffective or incomplete, this shall not affect the effective or completeness of the remainder of these MBS Terms and Conditions or of the individual Contract.
- (2) The parties agree to replace any provision found to be ineffective or incomplete by a provision that comes as close as reasonably possible in economic or legal terms to the purposes pursued by the individual Contract and the ideas of the parties in a legally permissible manner.

§ 8 Legally binding version

Only the German version of these MBS Terms and Conditions shall be legally binding.