

Contract

for the Reservation of the Option to Use Cross-Cluster Transport

from the cluster _____ (hereinafter also referred to as the "Source Cluster")

to the cluster _____ (hereinafter also referred to as the "Destination Cluster")

– hereinafter referred to as the "Contract" –

between

Company:

Address:

– hereinafter referred to as "Customer" –

and

Company:

Trading Hub Europe GmbH

Address:

EUREF-Campus 1, 40472 Düsseldorf

– hereinafter referred to as "Hydrogen Market Area Manager";

The Customer and the Hydrogen Area Manager are hereinafter also referred to individually as "Party" or collectively as the "Parties".

Preamble

Whereas the transport of hydrogen between clusters (hereinafter referred to as "Cross-Cluster Transport") is part of the hydrogen core network approved by the Federal Network Agency and is not yet possible at the time of conclusion of this Contract.

Whereas by making a reservation, the Customer wishes to secure the option of future Cross-Cluster Transport by means of a priority nomination submitted to the Hydrogen Market Area Manager, as described in the concept dated DD MONTH YYYY for Cross-Cluster Transport (see BDEW, VKU and GEODE websites). This Contract shall not serve to book or reserve any entry or exit capacity.

And whereas, as a rule, there are no additional fees for reserving the option to use Cross-Cluster Transport. However, if demand for reservations for the option to use Cross-Cluster Transport exceeds supply, allocation surcharges may be levied in accordance with the provisions of this Contract. Annex 1 to this Contract sets out whether or not an allocation surcharge is levied.

Now therefore, in consideration of the foregoing, the Parties agree as follows:

Section 1: Terms and definitions

For the purposes of this Contract,

- (1) **Cluster**
means a sub-network designed to allow fluid flow and operated by one or more hydrogen network operators within the German hydrogen market area, which exists for a limited period of time as part of the hydrogen ramp-up and will eventually connect with other clusters to form a hydrogen network designed to allow fluid flow.
- (2) **Reservation Period**
means the period of time for which the Hydrogen Market Area Manager takes a reservation for Cross-Cluster Transport as specified by the Customer and rejects competing requests in the event of a congestion.
- (3) **Virtual Trading Point (VTP)**
means a point in the hydrogen market area where hydrogen can be transferred between balancing groups, but which does not correspond to a physical entry or exit point in the hydrogen market area. The Virtual Trading Point is operated by the Hydrogen Market Area Manager and is also used as the place of performance for Cross-Cluster Transport.
- (4) **WaKandA**
refers to a Federal Network Agency ruling (BK7-24-01-015) dated 27 October 2025 on a basic model for hydrogen capacity and managing network access, or a ruling by the Federal Network Agency that supplements or replaces the aforementioned ruling.
- (5) **Business Day**
means any day that is not a Saturday, Sunday, or public holiday. If a day is designated as a public holiday in one federal state, that day shall be considered a public holiday nationwide. 24 December and 31 December of each year shall be considered public holidays.
- (6) **Allocation Surcharge**
means a surcharge in EUR calculated on the basis of the clearing price agreed in Annex 1 in EUR/kWh/h multiplied by the reserved option to use Cross-Cluster Transport from the Source Cluster to the Destination Cluster in kWh/h, which the Customer must pay upon allocation of the reservation according to the Customer's expressed willingness to pay.

Section 2: Reservation and usage rights

- (1) The effectiveness of this Contract shall be subject to the condition precedent that the Customer proves to the Hydrogen Market Area Manager within two weeks of signing the Contract that it has authority to make reservations.

The Customer shall be deemed to have authority to make reservations if the following contracts have been concluded:

- (a) Hydrogen capacity reservation contract(s) in the Source Cluster (entry) and hydrogen capacity reservation contract(s) in the Destination Cluster (exit) or
- (b) Hydrogen capacity reservation contract(s) in the Source Cluster (entry) and capacity booking(s) in the Destination Cluster (exit) or
- (c) Capacity booking(s) in the Source Cluster (entry) and hydrogen capacity reservation contract(s) in the Destination Cluster (exit) or

- (d) Capacity booking(s) in the Source Cluster (entry) and capacity booking(s) in the Destination Cluster (exit).

The Customer shall provide written evidence to the Hydrogen Market Area Manager that it has authority to make reservations.

If only the reservation or booking for either the Source Cluster or the Destination Cluster is available, a supply contract may alternatively serve as proof for the other Cluster. In this case, the Customer must submit a confirmation from the parties to the supply contract using the form in Annex 2, which specifies the reference point in the Source Cluster for a supply contract in the Source Cluster or the delivery point in the Destination Cluster for a supply contract in the Destination Cluster, the start of delivery and the delivery capacity relevant for deriving the capacity. In case of justified doubts, the Hydrogen Market Area Manager may request further evidence.

- (2) If the Customer is not a party to one or more contracts in accordance with clause (1) hereinabove, it shall also prove that it has authority to dispose of the hydrogen capacities. In this case, proof of authority shall be provided by submitting the completed and signed form attached hereto as Annex 3.
- (3) The Parties represent and warrant that they themselves, their executive board members, representatives, beneficial owners, and affiliated companies are not on any current national or international sanctions or embargo lists (e.g., EU, UK, UN, USA) and that there are no related proceedings or suspicions against them; they are not aware of any circumstances that would call this assurance into question. Each Party undertakes to inform the other Party in writing without delay as soon as it becomes aware of circumstances after conclusion of this Contract that could impair or call into question the above assurance either in whole or in part. The Customer shall provide the Hydrogen Market Area Manager with a current extract from the commercial register, proof of authority to represent the company (power of attorney or commercial proxy), and, upon request, any other documents required for Customer identification. If the aforementioned documents are not available in German or English, certified translations into German or English shall be enclosed. The Hydrogen Market Area Manager shall be entitled to share Customer data with hydrogen network operators as part of compliance checks (sanctions list checks, etc.).
- (4) The Customer represents and warrants that the Customer's company is not currently insolvent and that no legal proceedings are pending that are highly likely to lead to the company's insolvency.

Section 3: Subject matter of the Contract

Reserving the option to use Cross-Cluster Transport

- (1) This Contract sets out the terms for reserving the option to use Cross-Cluster Transport in the amount specified in Annex 1.
- (2) This Contract does not constitute an agreement to use Cross-Cluster Transport. The option to make nominations for Cross-Cluster Transport in accordance with the option reserved under this Contract will be offered to the Customer by the Hydrogen Market Area Manager at a later date on the basis of a separate balancing group contract to be concluded, provided that the relevant requirements are met. The reserved option may only

be nominated in whole or in part during the Reservation Period by the Customer or by one or more third parties who have been named by the Customer to the Hydrogen Market Area Manager in writing.

- (3) The reservation of the option to use Cross-Cluster Transport as part of this Contract applies only to the transport of hydrogen from the Source Cluster to the Destination Cluster.
- (4) The capacity reserved under the option to use Cross-Cluster Transport can be no higher than the lower of the following:
 - (a) the sum of the booked or reserved entry capacities in the Source Cluster
 - (b) the sum of the booked or reserved exit capacities in the Destination Cluster

If alternative evidence is provided in accordance with Section 2 (1) sentence 4, the Hydrogen Market Area Manager shall take into account the capacities under the respective supply contracts.

- (5) If the allocation of the reservation of the option to use of Cross-Cluster Transport has been made on the basis of the Customer's expressed willingness to pay, the Customer shall pay the Allocation Surcharge in accordance with Annex 1 plus the applicable statutory value added tax to the Hydrogen Market Area Manager in accordance with the methodology set out in Section 4.

Reservation Period

- (6) The Reservation Period shall commence on the first day of the month following the conclusion of the contract.
- (7) The Reservation Period shall end upon the earliest occurrence of one of the following:
 - (a) the first use of the reserved Cross-Cluster Transport by the Customer or by a third party designated by the Customer by means of nomination at the VTP;
 - (b) the expiry of ten Business Days from the date of receipt of an offer from the Hydrogen Market Area Manager in accordance with Section 3 (14) to the Customer or to the third party designated by the Customer. The offer shall be sent to the Customer at the earliest 14 calendar days before the earliest possible submission of nominations;
 - (c) the expiry of seven years from the start of the Reservation Period in accordance with Section 3 (6);
 - (d) upon the effective termination of this Contract in accordance with Section 8 (2).

Reservation adjustment

- (8) During the Reservation Period, the Customer shall have the right to reduce the capacity of the option reserved for the Customer at any time by notifying the Hydrogen Market Area Manager in writing. If an Allocation Surcharge is payable by the Customer in accordance with Section 3 (5), it will be invoiced in full in accordance with the methodology described in Section 4.
- (9) In the event that the capacity under a Party's authority to make reservations pursuant to Section 2 (1) is reduced during the Reservation Period, the reservation shall be reduced in accordance with the provision in Section 3 (4). If an Allocation Surcharge is payable by the

Customer in accordance with Section 3 (5), it will be invoiced in full in accordance with the methodology set out in Section 4. If and to the extent that the Customer and the market participant pursuant to Section 2 (2) are not responsible for this reduction, the Allocation Surcharge to be paid by the Customer pursuant to Section 3 (5) shall be reduced proportionally in accordance with the amount, notwithstanding sentence 2.

- (10) If a reason for the authority to make reservations pursuant to Section 2 (1) provided by the Customer or a third party designated by the Customer no longer exists, the Customer or a third party designated by the Customer shall submit other evidence of authority to make reservations pursuant to Section 2 (1) to the Hydrogen Market Area Manager within two weeks. The Customer or a third party designated by the Customer shall inform the Hydrogen Market Area Manager without delay if it no longer has authority to make reservations.
- (11) The Hydrogen Market Area Manager's obligation to reserve the option of using Cross-Cluster Transport shall expire in whole or in part upon the occurrence of one of the following events, insofar as the event results in the Hydrogen Market Area Manager being unable to offer the Customer the reserved capacity of Cross-Cluster Transport for use:
 - (a) Parts of the hydrogen core network are not confirmed, not confirmed in time, or not confirmed as requested during the Reservation Period following a review conducted as part of a future network development plan by the Federal Network Agency in accordance with Section 15d in conjunction with Section 28q (8) of the German Energy industry Act (EnWG), resulting in a reduced availability of the option to use Cross-Cluster Transport.
 - (b) Actual use of Cross-Cluster Transport in the parts of the hydrogen core network relevant for Cross-Cluster Transport deviates from the assumptions made in the load flow simulation in accordance with WaKandA to such an extent that the hydrogen network operators must adjust their assumptions which formed the basis for determining the level of use of Cross-Cluster Transport.
 - (c) Hydrogen network operators are permanently prevented from providing the necessary capacities for Cross-Cluster Transport to the Hydrogen Market Area Manager due to statutory or subordinate regulations or due to an administrative or judicial decision. This means that the Hydrogen Market Area Manager lacks the basis for reserving the option to use Cross-Cluster Transport.
 - (d) The Hydrogen Market Area Manager is permanently prevented from offering the use of Cross-Cluster Transport due to statutory or subordinate regulations or due to an administrative or judicial decision.
 - (e) The Source Cluster and the Destination Cluster are no longer regarded as individual clusters, but have been merged into a single cluster.
- (12) If the Hydrogen Market Area Manager's reservation obligation in accordance with Section 11 (a) to (d) expires in part, the Hydrogen Market Area Manager shall inform the Customer accordingly in writing without delay. In this case, the Allocation Surcharge to be paid by the Customer in accordance with Section 3 (5) shall also be reduced proportionally to the extent that the obligation has expired.
- (13) If the Hydrogen Market Area Manager's reservation obligation in accordance with Section 3 (11) (a) to (e) expires in full, the Hydrogen Market Area Manager shall inform the

Customer accordingly in writing without delay. The Contract shall end without notice of termination at the time when the Customer receives the notification from the Hydrogen Market Area Manager. In this case, the Customer's obligation to pay the Allocation Surcharge in accordance with Section 3 (5) shall also expire in full.

Offer to use Cross-Cluster Transport

- (14) No later than when the technical commissioning of all parts of the hydrogen core network relevant to Cross-Cluster Transport has been completed, the Hydrogen Market Area Manager shall without delay offer the Customer the use of Cross-Cluster Transport by way of nomination at the VTP. From this point on, the Customer or a third party designated by the Customer may nominate Cross-Cluster Transport.
- (15) After the Reservation Period has expired, the reserved and unreserved option to use Cross-Cluster Transport will again become available for nomination by other shippers.

Section 4: Allocation Surcharge

- (1) As a rule, no fees are charged for reserving the option of using Cross-Cluster Transport. If the Customer indicated its willingness to pay an Allocation Surcharge when the request for a reservation was made and a congestion situation subsequently arises during the reservation request process, the Customer enters into an obligation to pay an Allocation Surcharge to the Hydrogen Market Area Manager for reserving the option of use upon acceptance of this Contract.

This will be the case if the examination carried out as part of the reservation request process shows that demand for the option to use Cross-Cluster Transport for the same hour in the reservation request process (requested time slot) exceeds the supply of available capacity (congestion).

To determine the amount of a potential Allocation Surcharge, Customers indicate their general willingness to pay a surcharge as well as the maximum amount they are willing to pay as part of their reservation request. All reservation requests received for a requested time slot at entry and exit points and for the use of Cross-Cluster Transport are taken into account. If the outcome of the examination is positive, the Customers will receive binding reservation offers.

Customers have seven Business Days from the day of receipt to accept the reservation offers. Based on the reservation contracts actually concluded, the Hydrogen Market Area Manager will examine whether the congestion is still present. If it is still present, the Hydrogen Market Area Manager will determine the clearing price to be used to calculate the Allocation Surcharge to be paid by the Customer. The clearing price equals the lowest amount (in EUR/kWh/h) of all contracted reservations within a requested time slot, which a Customer is willing to pay. If there is no congestion, no clearing price is determined and therefore no Allocation Surcharge is levied. The clearing price shall in no case exceed the maximum amount a Customer is willing to pay as indicated by the Customer in its reservation request and set out in Annex 1.

The clearing price and thus the Allocation Surcharge can only be determined after all individual deadlines for acceptance or rejection of reservation offers by Customers in relation to the requested time slot have expired. The Hydrogen Market Area Manager is therefore obliged to enter the information on the Allocation Surcharge in Annex 1 once the

final amounts are available. The Hydrogen Market Area Manager shall send the amended final Annex 1 to the Customer, which shall become an integral part of this Contract.

- (2) The following provisions apply in the event that an Allocation Surcharge pursuant to Annex 1 is levied for this reservation.
- (3) Allocation Surcharges are invoiced on the basis of the initial nomination submitted within the period defined in Section 3 (7) (b) and shall not be changed by subsequent renominations.
 - (a) If the initial nomination covers at least one uninterrupted year within the period from the initially planned start of use to the initially planned end of use of Cross-Cluster Transport in accordance with Annex 1 (Initially Planned Period of Use), the Allocation Surcharge shall be divided and invoiced as follows:

The Hydrogen Market Area Manager will calculate the monthly portion of the Allocation Surcharge to be paid by the Customer by first using the Customer's initial nomination to calculate the quotient of the Allocation Surcharge agreed in Annex 1 and the sum of all hourly nominations within the Initially Planned Period of Use. The Hydrogen Market Area Manager will then multiply the resulting quotient by the nominations for the respective month. This amount will be invoiced by the Hydrogen Market Area Manager at the end of the calendar month following the month of the nominations.
 - (b) If the initial nomination does not meet the conditions set out in subclause (a) sentence 1 and a zero nomination or no nomination is made, the Hydrogen Market Area Manager will invoice the Allocation Surcharge in accordance with Annex 1 to the Customer on a monthly basis for the next 12 months at one twelfth per month, starting at the end of the calendar month following the period of the earliest possible nomination.
- (4) In the event of any deviation between the actual start or end of the period of use and the initially planned dates in accordance with Annex 1, the following shall apply to invoicing in accordance with Section 4 (3) (a):
 - (a) The Hydrogen Market Area Manager shall inform the Customer of the deviations as soon as it becomes aware of them.
 - (b) If the actual start of use is after the date of the initially planned start of use agreed in Annex 1, the Allocation Surcharge for calculating the amounts in accordance with Section 4 (3) (a) shall be reduced proportionally based on the delay in relation to the duration of the Initially Planned Period of Use.
 - (c) If the actual end of use occurs before the initially planned end of use in accordance with Annex 1 and the Customer has been offered the option to use Cross-Cluster Transport by means of nomination at the VTP in accordance with Section 3 (14), invoicing will be terminated at the actual end of use, and the Customer will no longer be obliged to pay the remaining portions of the Allocation Surcharges.
 - (d) If the actual end of use occurs before the initially planned end of use in accordance with Annex 1 and the Customer has not yet been offered the option to use Cross-Cluster Transport by means of nomination at the VTP in accordance with Section 3 (14), the Allocation Surcharge for calculating the amounts in accordance with Section 4 (3) (a) shall be reduced proportionally in relation to the reduction in the Initially Planned Period of Use.

Section 5: Reservation of Cross-Cluster Transport

- (1) Use of Cross-Cluster Transport must be registered with the VTP by means of a nomination. Positive confirmation of the nomination will lead to the use of Cross-Cluster Transport for the confirmed period and in the confirmed amount.
- (2) The nomination can only be made during the Reservation Period and only by the Customer or a third party designated by the Customer.

Section 6: Payment terms

- (1) The Hydrogen Market Area Manager shall invoice the Customer for the Allocation Surcharge in accordance with Section 4. Invoices shall be due for payment by the Customer four weeks after receipt.
- (2) The Customer shall notify the supplier immediately in writing of any changes to the invoice address.

Section 7: Transfer of the Contract to a third party and legal succession

- (1) Each Party may transfer its rights and obligations under this Contract in their entirety to a third party with the prior written consent of the other Party. Consent shall not be withheld if the third party provides a reliable guarantee for the fulfillment of the contractual obligations, if the granting of consent is reasonable, and if, in the case of the Customer, proof of authority to make reservations can be furnished in accordance with Section 2.
- (2) Each Party shall be entitled, without the consent of the other Party, to transfer its rights and obligations under this Contract in their entirety to an affiliated company within the meaning of Sections 15 ff. of the German Stock Corporation Act (AktG). The transferring Party shall inform the other Party immediately in writing of any such transfer.

Section 8: Term

- (1) The term of this Contract shall commence upon signature by the Parties and provision of proof of authority to make reservations in accordance with Section 2 (1).
- (2) This Contract shall end on the date on which a termination in accordance with Section 10 becomes effective, at the time specified in Section 3 (13) or at the end of the Reservation Period in accordance with Section 3 (7). Notwithstanding the preceding sentence, if an Allocation Surcharge has been agreed in Annex 1, this Contract shall end upon full payment of the Allocation Surcharge.

Section 9: Delay

- (1) If the technical commissioning of the hydrogen core network relevant for Cross-Cluster Transport occurs only after the Reservation Period has expired, the Reservation Period shall be extended until the date of actual commissioning.
- (2) The Hydrogen Market Area Manager shall inform the Customer promptly in writing of any delay in accordance with clause (1) hereinabove.

Section 10: Termination

- (1) The Customer shall have the right to terminate this Contract at any time with immediate effect without any obligation to provide reasons. If an Allocation Surcharge has been agreed in accordance with Annex 1, the Customer will be invoiced for the surcharge by the Hydrogen Market Area Manager on a monthly basis for the next 12 months at one twelfth per month, starting at the end of the calendar month following the termination.
- (2) The Customer shall have the right to terminate this Contract with immediate effect if the Reservation Period is extended in accordance with Section 9 due to a delay in the technical commissioning of all parts of the hydrogen core network relevant to Cross-Cluster Transport. In this case, the Customer shall no longer be obliged to pay the Allocation Surcharge in accordance with Section 3 (5).
- (3) The Hydrogen Market Area Manager shall have the right to terminate this Contract with four weeks' notice to the end of the month if there are reasonable doubts regarding the actual use of Cross-Cluster Transport which the Customer cannot refute within four weeks of being requested to do so by the Hydrogen Market Area Manager. The request and the Customer's response must be in writing. For this termination to take effect, at least 80 percent of the available option to use Cross-Cluster Transport must have been nominated by third parties and/or there must be further reservations that would lead to such a degree of utilization. If an Allocation Surcharge has been agreed in accordance with Annex 1, the Customer will be invoiced for the surcharge by the Hydrogen Market Area Manager on a monthly basis for the next 12 months at one twelfth per month, starting at the end of the calendar month following the termination.
- (4) Each Party may terminate this Contract without notice for good cause. Good cause shall be deemed to exist in particular if, taking into account all circumstances of the individual case, in particular any fault on the part of the other Party, and weighing up the interests of both Parties, the terminating Party cannot reasonably be expected to continue the Contract until the expiry of the notice period or until the Contract is otherwise terminated. In particular, good cause shall be deemed to exist in the event of a breach of the obligations under Section 2 (3) and (4) or Section 3 (10) sentence 2, or if, in the event of the proven reason for the authority to make reservations pursuant to Section 3 (10) sentence 1 ceasing to apply, no other proof of authority pursuant to Section 2 (1) is submitted to the Hydrogen Market Area Manager within two weeks. If the termination is attributable to the Customer and an Allocation Surcharge has been agreed in accordance with Annex 1, the Customer will be invoiced for the surcharge by the Hydrogen Market Area Manager on a monthly basis for the next 12 months at one twelfth per month, starting at the end of the calendar month following the termination.
- (5) Any termination of this Contact shall be ineffective unless made in writing.

Section 11: Force majeure

- (1) If a Party is prevented from fulfilling its obligations as a result of force majeure in accordance with clause (2) hereinbelow, it shall be released from said obligations. The other Party shall be released from its obligations to provide consideration to the extent, and for as long as, the Party is prevented from fulfilling its obligations due to force majeure.
- (2) Force majeure shall be deemed to be an external, unforeseeable event that cannot be averted or averted in time, even if applying reasonable care and technically and

economically reasonable means. Force majeure events shall include, but not be limited to, natural disasters, terrorist attacks, power failures, failure of telecommunications connections, strikes and lockouts, insofar as the lockout is lawful, or legal provisions or measures taken by the government or courts or authorities (regardless of their legality).

- (3) The affected Party shall notify the other Party immediately and explain of the reasons for the force majeure event and its expected duration. The affected Party shall use all technically possible and economically reasonable means to ensure that it can resume its obligations as quickly as possible.
- (4) If a Party uses the services of third parties to fulfill its contractual obligations, an event that would constitute force majeure or other circumstances within the meaning of clause (2) hereinabove for said third party shall also be considered force majeure for said Party.

Section 12: Liability

- (1) Each Party shall be liable to the other Party for any damage resulting from injury to life, limb, or health, unless the Party itself, its legal representatives, vicarious agents, servants, employees or assistants have acted neither willfully nor negligently.
- (2) Furthermore, the Parties shall be liable to each other for any property damage and financial loss resulting from a culpable breach of their contractual obligations.
 - (a) In the event of a breach of material contractual obligations, the Parties shall be liable to each other for any property damage and financial loss, unless the Party itself, its legal representatives, vicarious agents, servants, employees or assistants have acted neither willfully nor negligently; the liability of the Parties in the event of property damage and financial loss caused by slight negligence shall be limited to the foreseeable damage typical for this type of contract.
 - (i) For the purposes of this Contract, a material obligation is understood to be any obligation the performance of which is absolutely essential to the proper execution of the Contract and compliance with which the Parties generally rely on and may reasonably rely on.
 - (ii) For the purposes of this Contract, foreseeable loss or damage that is typical of the relevant type of contract means any loss or damage that the relevant Party foresaw as a possible consequence of any breach of contract when this Contract was concluded, or that it should have foreseen in light of the circumstances known to that Party, or in light of any circumstance it should have had knowledge of had it exercised due care.
 - (iii) In relation to the type of transactions in question a typical damage to property can be expected to amount to EUR 2.5 million, a typical financial loss to EUR 1.0 million.
 - (b) In the event of a breach of non-material contractual obligations, the Parties shall be liable to each other for any property damage and financial loss, unless the Party itself, its legal representatives, vicarious agents, servants, employees or assistants have acted neither willfully nor with gross negligence.
 - (i) The liability of the Parties themselves and for their legal representatives, executive vicarious agents, servants, employees and assistants shall be limited

to the foreseeable damage typical for this type of contract in the event of property damage and financial loss caused by gross negligence.

- (ii) The liability of the Parties for so-called simple vicarious agents shall be limited to EUR 1.5 million for property damage caused by gross negligence and EUR 0.5 million for financial losses.
- (3) The foregoing shall be without prejudice to the liability of the Parties under mandatory provisions of the Liability Act and other legal provisions.
- (4) The above provisions shall also apply in favor of the legal representatives, employees, and vicarious agents of the Parties, insofar as these apply to the respective Party.

Section 13: Confidentiality

- (1) Save as otherwise provided in clauses (2) and (3) hereinbelow, the Parties shall treat all information they have received in connection with this Contract and the contracts concluded on its basis (hereinafter referred to as "Confidential Information") as confidential and shall not disclose or make Confidential Information accessible to third parties without the affected Party's prior written consent. The Parties undertake to use the Confidential Information exclusively for the purpose of executing this Contract.
- (2) Notwithstanding the foregoing, each Party shall have the right to disclose Confidential Information received from the other Party without prior written consent
 - (a) to an affiliated entity within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), provided that said entity is bound by the same confidentiality obligations,
 - (b) to its representatives, advisors, banks, and insurance companies, if and to the extent that disclosure is required for the proper fulfillment of contractual obligations and provided that these persons or entities have in turn previously undertaken to treat the information confidentially or are legally bound to secrecy by virtue of their profession; or
 - (c) to the extent that the Confidential Information
 - (i) was already legitimately known to the receiving Party at the time of receipt from the other Party,
 - (ii) is already in the public domain or becomes publicly available other than as a result of the actions or omissions of the receiving Party; or
 - (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.
- (3) The Hydrogen Market Area Manager shall be entitled to share Customer data relating to the reservation (e.g., amount, term, network point, etc.) with hydrogen network operators in order to carry out capacity checks, among other things. The data must be protected against unauthorized access by third parties.
- (4) The obligation to maintain confidentiality shall end two years after the end of this Contract.

- (5) The foregoing shall be without prejudice to Section 6a and Section 28m of the German Energy Industry Act (EnWG).

Section 14: Jurisdiction and governing law

- (1) Any disputes arising under or in connection with this Contract shall be subject to the jurisdiction of the ordinary German courts.
- (2) The place of jurisdiction shall be the place of the Hydrogen Market Area Manager's registered office.
- (3) This Contract shall be governed by German law to the exclusion of international conflict of law provisions, unless these are mandatory law.

Section 15: Amendments to the Contract

- (1) This Contract shall be amended upon entry into force of the Cooperation Agreement between the Operators of Hydrogen Networks and the associated standard contracts to reflect the provisions applicable therein, if and to the extent that they contain deviating provisions. The Hydrogen Market Area Manager shall inform the Customer two months prior to the effective date of the entry into force of the contracts pursuant to sentence 1 and shall publish the amended terms and conditions of this Contract on its website. The amendment to the terms and conditions of this Contract shall be deemed to have been accepted by the Customer unless the Customer terminates this Contract with effect from the end of the month following the effective date of the respective amendment to the terms and conditions within 30 Business Days of receipt of the information. In the event of termination in accordance with sentence 3, the Customer's obligation to pay the Allocation Surcharge in accordance with Section 3 (5) shall expire. Termination shall be ruled out if the amendment does not result in any or only insignificant economic disadvantages for the Customer with regard to the Contract. The Customer shall provide evidence of any significant economic disadvantages it sees for its contracts as a result of the change.
- (2) Each Party shall be entitled to demand the other Party's consent to an appropriate change to the contractual provisions if this is required by national or international legal requirements, including requirements of a regulatory authority or other competent authority, or a change to the Cooperation Agreement between the Operators of Hydrogen Networks located in Germany, or if this can achieve significant improvements in the technical conditions for hydrogen transport.

Section 16: Severability

- (1) If any provision of this Contract or its annexes is or becomes or is held to be invalid or unenforceable, it shall not serve to invalidate the remaining provisions of this Contract or annexes.
- (2) The Parties undertake to replace any such invalid or unenforceable provision by a valid and enforceable provision having as far as reasonably possible the commercial effect of the invalid or unenforceable provision it is to replace and to select an appropriate procedure to do so. The foregoing shall apply accordingly to any provision found to be incomplete.

Section 17: Written form

There are no verbal ancillary agreements. All amendments and supplements as well as the mutual termination of this Contract shall require the consent of both Parties and shall be made in writing to be effective. The foregoing shall also apply to any amendment or waiver of the written form requirement. The Parties agree that the contractually agreed written form requirement may also be satisfied by electronic form. Any electronic signature created using an electronic signature creation device of a certified service provider within the meaning of the eIDAS Regulation (Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014) shall suffice to comply with the electronic form. Emails are not sufficient to fulfill this written form requirement.

Section 18 Annexes

The following annexes are an integral part of this Contract:

Annex 1: Information on reserving the option to use Cross-Cluster Transport

Annex 2: Confirmation of the essential elements of the supply contract by the Parties to said supply contract (re Section 2 (1) sentence 4)
(please delete if not applicable)

Annex 3: Proof of authority to dispose of hydrogen capacities (re § 2 (2))

Place, date

Place, date

Customer

Hydrogen Market Area Manager

Annex 1 – Information on reserving the option to use of Cross-Cluster Transport

- (1) Reserved option to use Cross-Cluster Transport:

_____ kWh/h

- (2) Initially planned start date for the use of Cross-Cluster Transport (only relevant for invoicing in accordance with Section 4):

_____ (date)

- (3) Initially planned end date for the use of Cross-Cluster Transport (only relevant for invoicing in accordance with Section 4):

_____ (date; no later than 31 December 2037)

- (4) Maximum amount customer is willing to pay as per Customer request:

_____ EUR/kWh/h

Information on Allocation Surcharge:

- This reservation is not subject to an Allocation Surcharge.
- This reservation is likely subject to an Allocation Surcharge in accordance with Section 4 (1).
- This reservation is subject to an Allocation Surcharge pursuant to Section 4 (1) as follows:

1. Clearing price:

_____ EUR/kWh/h

2. Allocation Surcharge:

_____ EUR

Annex 2 – Confirmation of the essential elements of the supply contract by the parties to said supply contract (re Section 2 (1) sentence 4)

Reference point in the Source Cluster or delivery point in the Destination Cluster:

_____ (location or coordinates)

Start of delivery:

_____ (date)

Capacity derived from the supply contract:

_____ kWh/h

Place, date

Place, date

Party to the supply contract

Party to the supply contract

Annex 3 – Proof of authority to dispose of hydrogen capacities (Section 2 (2))

_____, _____ (please add the name and address of the party reserving the option to use Cross-Cluster Transport),

(hereinafter also referred to as "CCT-reserving entity")

is entitled to use the submitted hydrogen capacity reservation contract, the submitted capacity booking or the guaranteed supply contract for the _____ entry or exit point (please add name and address/coordinates)

(hereinafter also referred to as "Network Point")

of _____, _____ and _____, _____ (please add name(s) and address(es) of the Parties; delete as appropriate),

(hereinafter also referred to individually as "Party" or collectively as "Parties")

as proof of authority to make reservations within the meaning of Section 2 (1).

The Party confirms/Parties confirm the following to the Hydrogen Market Area Manager:

The Party agrees/Parties agree that the CCT-reserving entity will conclude a contract with the Hydrogen Market Area Manager in its own name and on its own account to reserve the option to use Cross-Cluster Transport in the future hydrogen network.

The Party agrees/Parties agree that during the term of the reservation contract for option to the use of Cross-Cluster Transport, the submitted hydrogen capacity reservation contract, the submitted capacity booking, or the guaranteed supply contract for the network point for a reservation of the use of Cross-Cluster Transport may only be used by the CCT-reserving Party in accordance with Section 2 (1).

Moreover, the Party agrees/Parties agree that the Cross-Cluster Transport capacity reserved by the CCT-reserving Party may only be used for the nomination of Cross-Cluster Transport by the CCT-reserving Party itself or, with the prior consent of the CCT-reserving Party, by the Party/Parties or a third party.

Place, date

Place, date

Party

Party