

**Agreement  
on the Creation of a Balancing Group  
for System Balancing Purposes  
in the Market Area GASPOOL  
No. GASPOOLRH**

made by and between

GASPOOL Balancing Services GmbH, Anna-Louisa-Karsch-Str. 2, D-10178 Berlin

- hereinafter referred to as **MAM** -

and

Company:

Street and number:

Postcode and city/town:

Country:

- hereinafter referred to as **Provider** -

- Provider and MAM hereinafter also referred to individually as a **Party** or collectively  
as the **Parties** -

## 1 Object of Contract

1. The Parties have entered into a balancing group contract under which the Provider has agreed to become a balancing group manager in the market area GASPOOL and to assume and exercise the rights and obligations pertaining to this market role in accordance with the MAM's "Balancing Group Contract Terms & Conditions" (with the Provider in this capacity hereinafter being referred to as the "**Balancing Group Manager**").
2. In addition, the Parties are hereby entering into this contract (the "**Agreement**") to create a separate balancing group for the Provider for system balancing purposes (the "**Balancing Group**") that is to be used for the purpose of recording all high CV gas quantities the Provider supplies to or receives from the MAM under any future System Balancing Transaction Agreement the Provider may enter into with the MAM. Except as otherwise provided herein, this Agreement shall be governed by the "Balancing Group Contract Terms & Conditions" as published by the MAM on its website at <http://www.gaspool.de/en/download/balancing-group-contract-terms-conditions/> at the time this Agreement is made.

## 2 Balancing Group to be Balanced

The Balancing Group Manager shall ensure that all input and output gas quantities that are allocated to the Balancing Group under any System Balancing Transaction Agreement are balanced on an hourly basis by way of corresponding inputs and offtakes, as the case may be (i.e. in each hour the inputs allocated to the Balancing Group must equal the offtakes allocated to the Balancing Group).

## 3 System Balancing Framework Agreement

Once (i) this Agreement has been duly executed by the Parties and (ii) the Provider has been registered as a user of the MAM's System Balancing Portal (<https://rege-energieportal.gaspool.de>); this is the separate login-protected area of the portal provided by the MAM which is used to operate the MAM's system imbalance manage-

ment processes) in accordance with the MAM's Portal Terms of Use, a System Balancing Framework Agreement will be created between the Parties, which shall be governed by the MAM's "Terms and Conditions for System Balancing Transactions" including the Balancing Product Descriptions attached thereto as annexes (hereinafter collectively referred to as the "**System Balancing Terms & Conditions**").

The MAM's System Balancing Terms & Conditions are published on the MAM's website at <http://www.gaspool.de/en/download/terms-and-conditions-control-energy/>, the Balancing Product Description "Commodity" (Annex 1) <http://www.gaspool.de/en/download/annex-1-terms-and-conditions-control-energy/> and the Balancing Product Description "Flexibility" (Annex 2) at <http://www.gaspool.de/en/download/annex-2-terms-and-conditions-control-energy/>.

#### **4 Term**

1. This Agreement shall take effect once it has been duly executed by both Parties and shall remain in force until terminated in accordance with the paragraph below.
2. Either Party shall have the right to terminate this Agreement for convenience with effect from the end of any given month by giving at least three (3) months' prior notice. Any such termination shall be deemed to also constitute a termination of the System Balancing Framework Agreement in place between the Parties pursuant to section 11 of the System Balancing Terms & Conditions.

#### **5 Requirement for Written Form**

The Parties have not entered into any oral agreements on the subject matter hereof. Except as otherwise provided in the Balancing Group Contract Terms & Conditions, any and all amendments or additions hereto as well as the termination or revocation hereof shall be invalid unless made in writing and duly signed by the Parties. This shall also apply with respect to any agreement made with respect to this requirement for the written form.

#### **6 Severability**

1. If any provision set out herein is, becomes or is held to be invalid, unenforceable or incomplete, it shall not serve to invalidate or affect the completeness of the remaining provisions set out herein, which shall remain in full force and effect as if such provision had not originally been contained herein and shall be deemed to be otherwise complete.
2. The Parties hereby undertake to replace any such invalid, unenforceable or incomplete provision by a valid, enforceable and complete provision having as far as reasonably possible the commercial and legal effect intended under this Agreement and reflecting as closely as reasonably possible the intentions of the Parties.

\_\_\_\_\_  
Place                      Date

Berlin, \_\_\_\_\_

\_\_\_\_\_  
Seal / signature of  
Balancing Group Manager

\_\_\_\_\_  
GASPOOL Balancing Services GmbH