

Version dated December 20, 2023

STORAGE REHDEN GAS SALE AGREEMENT

between

XXX

as Buyer

and

TRADING HUB EUROPE GMBH

as Seller

CONTENTS

CLAUSE	PAGE
1. Subject of the Agreement.....	3
2. Delivery and Transfer of Gas	3
3. Price and Payment.....	4
4. Notices and Communications	5
5. Confidentiality	6
6. Assignment.....	6
7. Choice of Law and Jurisdiction	6
8. Miscellaneous.....	7

THIS GAS SALE AGREEMENT (the "**Agreement**") is entered into as of the 17 January 2024
BETWEEN:

(1) **XXX**, xxxx,

– hereinafter referred to as "**Buyer**" –

(2) **der Trading Hub Europe GmbH**, Kaiserswerther Straße 115, 40880 Ratingen

– hereinafter referred to as "**Seller**" –

The persons listed in no. (1) and (2) above are also referred to collectively as the "**Parties**" and each as a "**Party**".

PREAMBLE

- (A) The Seller has stored gas quantities in the gas storage facility Rehden based on a sovereign order. The seller now intends to sell the gas volumes in the storage facility at an optimal price.
- (B) The Seller [and the Buyer have] has a Storage Contract with astora GmbH ("astora") in the gas storage facility Rehden ("Rehden") of astora. To allow for alternative use other than the withdrawal of the gas that was stored in Rehden, the Seller intends, in accordance with astora's General terms and conditions for Storage Access (the "GTCs"), to sell and transfer those volumes of natural gas to the Buyer within the Storage Rehden.

NOW IT IS AGREED as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1 This Agreement applies to volumes of natural gas to be sold and transferred from the Storage Account of the Seller to the Storage Account of the Buyer in Storage Rehden.
- 1.2 Unless agreed otherwise in writing, any general or standard terms and conditions from either party shall be excluded, even if one party makes reference to such conditions in any document and the other party does not object.

2. DELIVERY AND TRANSFER OF GAS

- 2.1 The Seller will deliver or cause to be delivered the agreed quantity of natural gas (the "Total Contract Quantity") to the Buyer by transfers of ownership from the Seller's Storage Account to the Buyer's Storage Account in Rehden on the agreed delivery date. The Buyer will accept or cause to be accepted Total Contract Quantity at the Delivery Point, which is in the Rehden storage.

- 2.2 The Total Contract Quantity is **xxx** MWh.
- 2.3 The Delivery Date is 01 April 2024 (the “**Delivery Date**”) whereby the transfer will take place at 6.00 hours on the relevant Delivery Day. Transfer of risk and title in relation to Contract Quantity shall occur upon the Delivery Date.
- 2.4 According to section 21 (3) of the GTCs the transfer of gas shall be arranged via astora’s Storage Portal at www.astora.de.
- 2.5 The Seller hereby represents and warrants to the Buyer that the Total Contract Quantity and the Storage Capacity has not been obtained in breach of and is currently stored in compliance with any EU sanctions applicable at the time.
- 2.6 In case astora as the Storage System Operator does not agree to the transfer of the Total Contract Quantity to the Buyer for reasons not attributable neither to Seller no to Buyer, each Party has the right to withdraw from this Agreement, but only regarding those volumes that could not be transferred due to the non-agreement of astora. Both Parties will support each other and align their approach towards astora to get the necessary agreement of astora for the transfer of the Total Contract Quantity and Storage Capacity in place. If one of the Party fails to perform its obligations in full or in part to the other Party, or if the transfer of the Total Contract Quantity is refused by the Storage System Operator in full or in part for reasons attributable by one of the Party, then the other Party has a claim for damages in the amount of the contract value against the Party that caused the damage.
- 2.7 The Buyer shall report this contract to ACER in the name and on behalf of the Seller necessary pursuant to Article 8(4) lit. b), c) and/or e) of the European Regulation No 1227/2011 on Wholesale Energy Market Integrity and Transparency.

3. PRICE AND PAYMENT

- 3.1 The specific price for the purchase of the Total Transfer Quantity (the “Contract Price”) shall be calculated in Euro/MWh and is **xxx** Euro/MWh. The total price for the Total Transfer Quantity is therefore: **xxx** Euro.
- 3.2 All prices are exclusive of value added tax and energy taxes. If applicable, Buyer shall be liable to pay to Seller any value added tax or energy taxes in addition to the Contract Price.
- 3.3 The Parties will each pay their fees for the Transfer of Gas to astora according to section 21 (5) or (6) of the GTCs whichever case may be applicable.
- 3.4 The Seller shall issue an invoice for the Contract Price after complete delivery and transfer of ownership of the Total Contract Quantity of natural gas to the Buyer.
- 3.5 The Buyer shall pay invoiced amounts within ten (10) business days (Monday to Fridays excluding public holidays in Düsseldorf) of receipt of an invoice. Invoices may be sent by e-mail.

3.6 If the Seller does not receive payment, the Seller shall notify the Buyer accordingly. Subject to such notification, the Seller shall be entitled to receive interest on the amount unpaid during the period of delay calculated at the annual rate of five (5) percentage points above the base rate of the European Central Bank in accordance with sec. 247 of the German Civil Code (*BGB*).

3.9 Seller's account for payment is:

Trading Hub Europe GmbH

UniCredit Bank AG

Kontonummer: 39080630

Bankleitzahl: 70020270

SWIFT/BIC: HYVEDEMMXXX

IBAN: DE72 7002 0270 0039 0806 30

4. NOTICES AND COMMUNICATIONS

All notices and other communications in connection with this Agreement shall be made in electronic form and shall be transmitted by means of electronic communication to the following recipients:

If to Buyer, to:

Address: XXX

Phone: XXX

E-mail: XXX

Attention: XXX

If to Seller, to:

Address: Trading Hub Europe GmbH Anna-Louisa-Karsch-Str. 2,
10178 Berlin

Phone: +49 30 364 289 251; +49 30 364 289 411 (24/7)

E-mail: heiko.bock@tradinghub.eu;
dispatching.backoffice@tradinghub.eu;
dispatching@tradinghub.eu

Attention: Herr Heiko Bock, Leiter DRV

or to such other recipients or addresses that have been notified from time to time by the relevant Party to the other Party in text form.

5. CONFIDENTIALITY

- 5.1 The Parties undertake to treat as strictly confidential the terms of this Agreement and the fact of its existence, except to the extent that disclosure is mandatory pursuant to applicable law, in particular stock exchange regulations. However, if legally required or needed for the performance of this Agreement, the Seller shall be entitled to disclose this Agreement to representatives of the German Federal Government, the Federal Network Agency (*Bundesnetzagentur*) and its shareholders and both Parties are entitled to disclose it to the extent necessary for its implementation. The Parties are also entitled to disclose the Agreement to their advisors and auditors (provided they are bound to confidentiality by agreement or professional rules) if needed for the performance of this Agreement.
- 5.2 The confidentiality obligation does not apply to generally known documents and common knowledge, or documents and knowledge of which the other Party was already aware when they were received, without such Party being sworn to secrecy, or that are subsequently communicated by a third party entitled to do so, or that are developed by the receiving Party without use being made of any confidential documents or knowledge of the other Party.

6. ASSIGNMENT

Neither Party shall be entitled to assign its rights and/or transfer its obligations under the Agreement to a third Party, without the prior written consent of the other Party, such consent not be unreasonably delayed, refused or withheld.

7. CHOICE OF LAW AND JURISDICTION

- 7.1 This Agreement and the Individual Contracts and their interpretation and any non-contractual obligations in connection with any of them are subject to German substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 7.2 English language terms used in this Agreement describe German legal concepts only and shall not be interpreted by reference to any meaning attributed to them in any jurisdiction other than Germany.
- 7.3 Exclusive place of jurisdiction for all disputes regarding rights and obligations under and in connection with this Agreement or an Individual Contract, including its validity, shall be Düsseldorf, Germany.

8. MISCELLANEOUS

- 8.1 This Agreement comprises the entire agreement between the Parties concerning its subject matter. It shall supersede all prior agreements and conventions, oral and written declarations of intent and other arrangements or side agreements (whether binding or non-binding) made by the Parties in respect thereof.
- 8.2 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, the Parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the Agreement (*ergänzende Vertragsauslegung*) does not have precedence or is not possible.
- 8.3 Amendments and additions to this Agreement shall be valid only if made in writing. This also applies to any amendment to this written form clause. An exchange by e-mail shall be sufficient.

XXX

Trading Hub Europe GmbH

represented by:

represented by:

Name:

Name:

Title:

Name:

Appendix – Additional terms

1. Termination

- a) Either Party shall be entitled to terminate this agreement:

In case of breach of its obligations by the other Party, which in case such breach can be remediated has not been remediated within ten (10) days following the notification of such breach.

- b) If the Buyer has sent an offer to THE on 17 January 2024 without having a valid storage contract with astora GmbH for firm capacity at Rehden covering the period starting on 1. April 2024, 6:00 a.m. CET, THE has the right to terminate the Agreement with the Buyer with immediate effect

2. Liability

The liability of each Party to the other Party under or in connection with this Agreement is not excluded in particular in the following cases: In the case of under delivery (exclude liability for loss of profit), goodwill, business opportunity or anticipated saving and for indirect or consequential loss, cost, expense or damages.

Nothing in the Agreement operates to exclude or limit a Party's liability for: (a) intentional default; (b) fraud; or (c) personal injury or death resulting from the negligence of such Party or any of its officers or employees.