Appendix to the terms and conditions of the balancing group contract:
Trading Hub Europe GmbH (THE) Supplementary Terms and Conditions for Balancing Group Managers

Article 1 – Scope

1 These Balancing Group Conditions set out THE's rules for access to one or several of its (sub)networks including the auxiliary services offered for this purpose.

2 THE herby objects to and rejects the balancing group manager's general terms and conditions. The provision of any other services including auxiliary services shall require a separate written agreement between the balancing group manager and THE.

3 Unless otherwise agreed, the provisions of these Balancing Group Conditions for the injection of natural gas shall also apply to the injection of biogas.

Article 2 – Terms and definitions

The definitions of the German Energy Industry Act (EnWG), the Gas Network Access Ordinance (GasNZV) and Part 1, Article 4, Definitions of the "Agreement on Cooperation between Operators of Gas Supply Networks located in Germany Pursuant to Section 20 Paragraph 1 b) EnWG", each as amended, shall apply.

Article 3 – Fees and terms of payment

1 THE shall be entitled to levy from the balancing group manager the fees and penalties specified in Articles 25 (16) and (17), 25a (4), 25b (2) and 31 (1) sentence 2 of the terms and conditions of the balancing group contract.

2 The price sheet for balancing group managers published by THE on its website as amended at the time the service is provided shall determine the structure and the amount of the fees.

3 The specific fees and penalties shall be calculated without rounding up or down. The specific fees will subsequently be commercially rounded to four decimal places after the calculation.

4 THE shall be entitled to pass on to the relevant balancing group manager any reasonable costs it has incurred for reasons of foreign (EU) law arising out of and in connection with the examination of documents of the balancing group manager and/or approvals/registrations of THE in a foreign country.

5 If entry and exit network operator data are required for settlement purposes and if such data are not available, incomplete or available only in a form that cannot be analysed at the end of the second gas month after the month of settlement, THE shall be entitled, at its own discretion, to either

- issue a temporary invoice for the balancing group to the balancing group manager and to subsequently correct such temporary invoice as necessary once the necessary data is available, or
- postpone invoicing for the balancing group until all necessary data are available in a form that allows analysis.

6 THE uses electronic invoicing in accordance with Section 14 (1) sentence 8 of the German Value Added Tax Act (UStG). The balancing group manager agrees to this procedure in accordance with Section 14 (1) sentence 7 UStG.

7 THE shall pay the invoiced fees and penalties without any deductions by bank transfer with a fixed value date to the account specified in the invoice by the 10th working day following receipt of the invoice.

8 Payments shall only be deemed to have been made in time if the amounts concerned have been credited to THE’s account by the specified deadlines.

If a payment is not made by the specified deadline, the party affected shall be entitled to claim interest without prejudice to further claims. Interest shall be calculated in accordance with Section 288 (2) in conjunction with Section 247 of the German Civil Code (BGB).

The balancing group manager may only set off undisputed or legally established claims against THE's claims under the contract. The foregoing shall not apply to counterclaims arising under the same contractual relationship.

9 Settlement shall mean invoices, the amounts of which may either have a positive or a negative sign.

10 If THE makes use of its right pursuant to Article 17 (1) b) of the terms and conditions of the balancing group contract, it shall publish the general terms and conditions for direct payment for affiliated balancing group managers on its website in a non-discriminatory manner.

Article 4 – Communication

1 THE shall perform a communication test to check whether its communication requirements are met and whether the balancing group manager is able to receive and process messages and notifications from, and send corresponding messages and notifications to, THE.

2 THE shall inform the balancing group manager about the successful completion of the communication test. The balancing group manager undertakes to indemnify and hold harmless THE from and against claims for damages resulting from any faulty or failed communication of information about the balancing group for which THE is not responsible.

3 THE shall be entitled to repeat the communication test during the term of the contract if doubts arise as to whether the balancing group manager is still able to fulfil the communication requirements.

4 THE refuses to accept the use of certain internet domains (including gmx, gmail, web, t-online, yahoo, etc.) as communication addresses for security reasons.

5 If the balancing group manager has commissioned and authorised a service provider to handle communication with THE, all acts/omissions on the part of the service provider shall be attributed to the respective balancing group manager. A change of the communication connection as a result of a change of service provider shall only be made following prior agreement between the balancing group manager and THE[1] within and with effect for THE's customer consultation hours[2]. Until the communication connection is changed, communication shall continue to take place between THE and the previous service provider. The balancing group manager shall

[1] THE contact address for balancing group managers
[2] THE office hours for customers: Mondays to Thursdays from 9 a.m. to 4 p.m. and Fridays from 9 a.m. to 3 p.m.

bear all costs and expenses for any and all damage resulting from faulty or failed communication of information about the balancing group or messages of both the existing and the new service provider of the balancing group manager for which THE is not responsible.

Article 5 – Special features of the connection of DAC balancing groups

In addition to Article 1 (2) sentence 2 of the agreement on linking balancing groups pursuant to Article 17 (3) of the terms and conditions of the balancing group contract, it is possible to link balancing groups with the "dynamically allocable" status (DAC balancing groups) that have stated pursuant to section 17 (3) half-sentence 2 of the terms and conditions of the balancing group contract that they waive access to the VTP pursuant to operative provision 3.a) (1) or 3.b) (1) of the REGENT decision. The foregoing applies exclusively between these types of balancing groups.

Article 6 – Transfer of gas quantities between balancing groups

In addition to section 9 of the Balancing Group Contract Terms & Conditions, the balancing group manager shall also be entitled to transfer gas quantities between balancing sub-groups.

Article 7 – Changes to the Balancing Group Conditions and the fees

Changes to the Balancing Group Conditions and the fees shall be governed by Article 30 and Article 31 of the terms and conditions of the balancing group contract.