Terms and Conditions of Trading Hub Europe GmbH ("THE") Governing the Use of the Digital Platform for Natural Gas Pursuant to Section 2b of the Energy Security Act ("Portal Terms of Use for the Gas Security Platform")

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1 General

(1) In accordance with Section 2b(1) of the Energy Security Act (EnSiG), THE provides balancing group managers, end users within the meaning of Section 1a(2) sentence 2 of the Ordinance to Ensure the Supply of Gas in a Supply Crisis (GasSV), transmission system operators and the Federal Network Agency (BNetzA) as the Federal Load Dispatcher (hereinafter individually referred to as "Addressee" or collectively referred to as "Addressees") with a digital platform (www.sicherheitsplattform-gas.de) for processes to prepare and implement measures to be taken in accordance with the regulations enacted in Section 1(1) Sentence 1 No. 4 and Section 2a(1) EnSiG.

(2) These Portal Terms of Use for the Gas Security Platform (hereinafter referred to as "Platform Terms of Use") govern the relationship between THE as the platform operator and the Addressees pursuant to Section 1(1) above who use this platform (hereinafter jointly referred to as "Parties"). Except as expressly agreed otherwise between the Parties, these Platform Terms of Use shall be without prejudice to other contracts concluded between THE and the Addressees.

(3) By confirming their acceptance of these Platform Terms of Use via the checkbox "I hereby accept the Platform Terms of Use and data protection policy of THE" or via any other written communication confirming that they have taken note of the Platform Terms of Use, the Addressees agree to and accept the provisions of these Platform Terms of Use as set out below.

(4) These Platform Terms of Use can be accessed, printed, downloaded and saved at any time via the link provided on THE's website.

2 Terms & definitions

Unless otherwise stated in these Platform Terms of Use, the following definitions shall apply:

"Addressee(s)" refers to balancing group managers, End Users, the Federal Network Agency as the Federal Load Dispatcher as well as gas transmission system operators.

"Federal Load Dispatcher" means the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway (BNetzA) in its role as load dispatcher pursuant to Section 4(3) of the Energy Security Act (EnSiG) and Section 1 of the Ordinance to Ensure the Supply of Gas in a Supply Crisis (GasSV).

"Checkbox" is a box to be checked as part of the online registration process in order to make a statement.

"End User" means industrial and commercial customers with a connection capacity of at least 10 MWh/h pursuant to Section 1a(1) sentence 2 GasSV.

"Customer Portal" means the platform provided by THE for the execution of balancing group management processes, which is protected by login details.

"Initiative" is a process on the Gas Security Platform by which a gas shortage situation or a solidarity request of another EU Member State are handled. An Initiative is launched by the Federal Load Dispatcher for one gas day.

"Login Details" means the User name and password provided by THE to a registered Addressee or User for use of the portals and the platform.

"Market Location" means an entry or exit point within the meaning of the Gas Network Access Ordinance (GasNZV).

"Market location IDs with suffixes" are market locations that are created for companies supplied with natural gas to third parties within the market location.

"Member State" means a state which is a member of the European Union or a third party authorised to act on its behalf.

"Network operator audit" means the reconciliation of end-user data carried out by the network operators at the request of THE after the registration of the end users on the platform. In this context, THE provides the network operator with the corresponding data of the end users for verification.

"User" means any natural person accessing the platform on behalf of an Addressee.

"Platform" means this digital platform for natural gas made available by THE in accordance with Section 2b(1) EnSiG and Section 1a GasSV.

"Company" means any legal entity or natural person that concludes or has concluded a Platform Use Agreement with THE in at least one of the market roles pursuant to section 4(1) and which is not the Federal Load Dispatcher.

"Business Day(s)" means any day which is not a Saturday, Sunday or public holiday in at least one of the German federal states. 24 December and 31 December of each year shall be considered public holidays.

3 Description of the services

(1) The Platform comprises both a public area accessible to anyone where visitors can register as described in section 4 and a protected area accessible only to registered Users, which features the following functions, among others:

(a) For balancing group managers:

- Master data inspection by Users
- Submission of bids as part of market-based solidarity requests by Member States
- Entry of data required under Section 1a(6) GasSV

(b) For the Federal Load Dispatcher:

- Use of the Platform for data collection
- Dispatch of information to the Addressees

- Dispatch of orders
- Use of the Platform for measures pursuant to section 1(1) pars. 1-3 EnSiG

(c) For gas transmission system operators:

- Entry of reconciliation (shortfall) quantities as part of Initiatives launched by the Federal Load Dispatcher

(d) For End Users:

- Master data maintenance (e.g., address data) by User
- Submission of tenders by Member States in the context of market-based solidarity requests
- Entry of the data required according to Section 1a(6) GasSV

(2) THE provides the Platform only on the basis of these Platform Terms of Use in accordance with Section 2b EnSiG and Section 1a GasSV and only to the extent that it is technically and operationally feasible for THE to do so.

4 Platform registration

(1) The use of this Platform requires prior registration. The prerequisite for successful registration is the Addressee's agreement to and acceptance of these Platform Terms of Use as well as THE's activation of the User access. The Addressee must provide the data requested and required for registration completely and correctly. By submitting a registration request, the Addressee applies for at least one of the following types of access, depending on its market role:

- access as balancing group manager;
- access as Federal Load Dispatcher;
- access as gas transmission system operator;
- access as End User;

(2) The registration process varies with each of the market roles listed in section 4(1) above. For the Federal Load Dispatcher, the registration process is conducted in coordination with THE. The registration of gas transmission system operators is governed by section 4(3) below. For end users, registration is governed by Section 4 in conjunction with Section 6. For balancing group managers, the registration process is limited to a simplified application process in accordance with section 4(6) below.

(3) THE provides the gas transmission system operators with the form "Registrierungsformular zur Nutzung der Sicherheitsplattform Gas" ("Registration Form for the Use of the Gas Security Platform"). The gas transmission system operators have to complete the document in full and sign it.

(4) End Users can apply for registration on the website of the Gas Security Platform pursuant to Section 1(1) in accordance with the provisions of Section 4(6).

(5) Registration is only permitted for Companies within the meaning of Section 14(1) of the German Civil Code (BGB), and for the Federal Network Agency.

(6) Having entered all the information requested, the User then has to submit its registration request to THE. After review and confirmation of the registration data, THE will submit the contract documents to the Company or request further information as required for the registration process, including but not limited to the following documents or details:

For balancing group managers:

(a) The fully completed and signed "Vollmacht des Unternehmens für den Nutzer" ("Company's Power of Attorney for the User") form;

(b) The User's valid personal e-mail address with the Company (collective e-mail addresses and generally accessible e-mail domains such as gmx, gmail, web.de, t-online and yahoo are not permitted), plus phone and fax number;

(c) If service providers are used, a fully completed and signed "Dienstleistungsvollmacht für Bilanzkreisverantwortliche" ("Service Authorisation for Balancing Group Managers");

(d) An extract from the commercial register, which is not older than three (3) months;

(e) Copies of the frontpage of the ID card of the authorised signatory and of the User; and

(f) DVGW code or GLN

For End Users:

(a) The fully completed and signed form "Registrierungsformular zur Nutzung der Sicherheitsplattform Gas" ("Registration Form for the Use of the Gas Security Platform");

(b) Company name and business address to which deliveries can be made;

(c) The User's valid personal e-mail address with the Company (collective mailboxes and generally accessible e-mail domains such as gmx, gmail, web.de, t-online, yahoo are not permitted) and telephone number;

(d) If service providers are used, a fully completed and signed "Dienstleistungsvollmacht für Bilanzkreisverantwortliche" ("Service Authorisation for Balancing Group Managers");

(e) An extract from the commercial register, which is not older than three (3) months;

(f) Copies of the frontpage of the ID card of the authorised signatory and of the User; and

(g) VAT identification number;

(6a) If the registration requires a copy of the ID card, all information with the exception of first and last name, date of birth, signature and period of validity must be made unrecognisable before transmission. A lack of obscuration of the information leads to the immediate deletion of the sent copy and must be submitted anew within the meaning of sentence 1. The copy of the ID card must always be sent by post or fax. If the copy of the ID card is sent by e-mail, it is imperative to ensure password protection of the file with the copy of the ID card.

(7) If the Addressee is subject to a system of law in which the requested documents do not exist in the format that is prevalent in Germany, it shall provide documents with similar content in a comparable format. If the documents are not in German or English, certified translations shall be furnished.

(8) If there is reasonable doubt as to the information provided, THE shall be entitled to request proof to substantiate the aforementioned information as well as further explanations and information to the extent required for registration with the Platform.

(9) The Addressee undertakes to ensure that all information and documents provided for the registration are complete and correct.

(10) The Platform Use Agreement will be concluded as follows:

(a) The Addressee will submit a full set of duly and truthfully completed and signed corresponding documents, thereby making an offer to enter into a Platform Use Agreement and accepting these Platform Terms of Use.

(b) THE will review the information and documents submitted and declare acceptance of the Addressee's offer by sending an activation email containing a User name and a password which is made available via a separate e-mail. The Platform Use Agreement will enter into effect upon receipt of this e-mail by the Addressee.

(11) The registered Addressee has an obligation to ensure that the details and information provided in the course of the registration process and throughout the use of the Platform are kept up to date. If there are any changes during the term of the Platform Use Agreement, the Addressee shall correct the relevant details/ information in its portal settings without undue delay. If the relevant details/ information cannot be changed in the Platform settings, the registered Addressee shall notify THE of the changed details/information in text form (cf. Section 126b of the German Civil Code (*BGB*)).

(12) THE may refuse Platform registration for good cause. Good cause shall be deemed to exist in particular if the applicant is neither a Platform participant pursuant to Section 1a (2) sentence 1 GasSV nor the Federal Load Dispatcher. If registration to the Platform is refused, all of the original documents enclosed in the application for the registration will be returned in full to the applying Company.

5 Master data maintenance by End Users

(1) In the closed area of the Platform, registered End Users can view and edit their own master data and the master data of the relevant Company if necessary.

(2) Depending on the type of authorisation, the registered User of the End User is responsible for making sure that all User and Company details (company name, address, etc.) are complete and correct at all times. This responsibility constitutes an essential contractual obligation.

(3) THE is entitled to make changes to MaLo-ID data of registered end users, provided that there are deviations between the information provided by the end users and the network operator audit and that the MaLo-ID data does not guarantee sufficient attribution to end users for the purposes of § 1a GasSV. The competence of THE according to sentence 1 relates to the following data:

- the name of the gas connection system operator
- the correct address (street and house number, postal code, city, state) of network connection points (NAP)
- the exact technical connection capacity
- gas quality, and
- the specific role of the final consumer (operator of the market location or an undertaking supplied with natural gas to third parties within the market location).

The data mentioned in sentence 2 cannot be edited independently by the end users on the platform.

(4) In the cases referred to in Section 3, THE shall inform the end user concerned in text form about the change to the MaLo-ID data. The end user is obliged to check the data and to inform the connection network operator if the changed data is incorrect. For its part, the network operator is obliged to check the disputed data and sends the corrected data to THE if the complaint of the end user proofs to be true. In this case, THE will make the appropriate adjustments and inform the end user in text form about the changes made. For the further procedure after this information, sentences 2 to 4 apply accordingly.

(5) THE is entitled to record and create new market locations with a technical connection capacity of ≥10 MWh/h and MaLo IDs with suffix for end users on the basis of the examination of the network operators. In addition, at the request of an end user, THE is entitled to request the network operators to transmit corresponding data of one or more MaLo-IDs. This also applies to MaLo IDs with a technical connection capacity <10 MWh/h. The assignment of new MaLo IDs to end users is carried out by THE after consultation with the responsible network operator. The assignment of new MaLo IDs with suffix to end users is carried out by THE after consultation with the respective end user. The assignment of the new data within the meaning of two preceding sentences is carried out by THE, including the input of the relevant data that cannot be edited by the end users in accordance with Section 2 sentence 2.

6 User accounts

(1) In the course of the registration process pursuant to section 4 above, THE will create a User account for a natural person of the Addressee. The User will have access to the functions detailed in section 3 as defined by its market role according to section 4(1).

(2) Each User shall duly and truthfully complete the “Vollmacht des Unternehmens für den Nutzer” ("Company’s Power of Attorney for the User") form or the "Registrierungsformular zur Nutzung der Sicherheitsplattform Gas" ("Registration Form for the Use of the Gas Security Platform") form and shall submit a copy of an ID card / passport by post or a-mail. Section 4 (6a) applies accordingly. If all requirements are met, THE will grant the User access to the Platform.

(3) The Addressee shall only assign User accounts to individuals who are entitled to represent the Addressee on the Platform vis-à-vis THE, authorities and member states and other companies.

(4) Login details are non-transferable. If another, previously unnamed User is to replace a registered User, a new registration must be completed and the previous User's account must be deactivated by the Addressee.

(5) From 4 October 2022, it will be mandatory to use a so-called two-factor authentication (2FA) method for the log-in. For this purpose, an Authentificator app must be installed on a mobile device or a PC. This app then needs to be linked to the existing User account, which is done by scanning a QR code once. This link will generate a unique login password at the time of each login. The User then logs in by entering this password.

(6) THE shall have the right to suspend or terminate a User's access or refuse successful registration if there are reasonable grounds to believe that the User is or has been in breach of these Platform Terms of Use or any applicable law relating to Platform use, or if there are reasonable grounds to believe that the User is unreliable, or if THE has another legitimate interest in suspending the User or refusing successful registration. THE will give appropriate consideration to the legitimate interests of the affected User when deciding to block an account.

(7) The Addressee shall be generally liable for any and all activities conducted under its User accounts. The foregoing shall not apply if the Addressee is not responsible for any misuse of its User accounts because it has not breached its duty of care.

7 Scope of permitted use, monitoring of User activities

(1) The User’s right of use shall be limited to accessing the Platform and using the services available on said Platform in each case as provided in these Platform Terms of Use.

(2) The Addressee shall be responsible for creating the technical prerequisites for the use of the functions provided on the Platform within its own sphere of influence. THE shall have no obligation to provide any advice in this regard.

(3) THE hereby points out that the User's activities may be monitored to the extent permitted by law. Such monitoring may include logging and analysing IP connection details in the event of a suspected breach of these Platform Terms of Use and/or in the event of a concrete suspicion of any other illegal activity or criminal offence in connection with the use of the Platform.

8 Platform availability

(1) The right to use the Platform and its functions is granted only to the extent that it is technically and operationally possible for THE to make the Platform and its functions available. THE will make every effort to ensure uninterrupted use of the Platform and its functions. However, temporary restrictions or interruptions may occur due to technical problems (including, without limitation, power cuts, hardware and software issues, technical problems affecting data lines).

(2) THE shall be entitled to temporarily restrict its services to the extent required to maintain the security, safety and integrity of the technical facilities or to implement technical measures that serve the proper or improved provision of the services or in the event of any unforeseeable technical problems including, without limitation, power cuts, hardware or software issues or technical problems affecting data lines. In such cases the Addressee shall not have any legal claim against THE to use the Platform. THE will inform the Addressee of any faults or failures, which are not only insignificant in nature, without undue delay by e-mail and take all reasonable steps to restore Platform availability.

9 Special duties of due diligence of the admitted Addressees

(1) The Addressee undertakes to use the Platform only as permitted under applicable laws, regulations and other legal acts.

(2) The Addressee shall keep the login details confidential and take all necessary precautions to prevent unauthorised third parties from gaining access to said login details. The Addressee shall inform THE without undue delay of any suspected use of the login details by any third party.

(3) All data submitted to THE as part of the use of the Platform shall always be complete and correct.

(4) The Addressee shall ensure that no malware (including, without limitation, computer viruses, Trojans, etc.) is present on its devices, which could lead to damage or any adverse effects on the hardware or software belonging to THE or other Addressees or Users. The foregoing shall also apply mutatis mutandis to third-party software used by the Addressee, including, without limitation, special encryption software.

10 Term and termination

(1) The Platform Use Agreement is concluded for an indefinite period of time. The foregoing shall apply for the duration of the Addressees' obligation under the

provisions of Energy Security Act (Energiesicherungsgesetz – EnSiG) and the Gas Security Ordinance (Gassicherungsverordnung – GasSV).

(2) If, after Platform registration, reasonable doubts arise as to the correctness of the Addressee's registration information provided under these Platform Terms of Use, THE may terminate the Platform Use Agreement with immediate effect, provided that the Addressee has been unable to dispel such doubts after expiry of a reasonable period of time for comment. In deciding on termination without notice, THE will give appropriate consideration to the legitimate interests of the Addressee concerned and to the statutory and regulatory provisions, especially EnSiG and GasSV.

(3) THE shall be entitled to terminate the Platform Use Agreement with immediate effect if the Addressee has breached or is in breach of its obligations pursuant to section 4(11). In deciding on termination without notice, THE will give appropriate consideration to the legitimate interests of the Addressee concerned and to the statutory and regulatory provisions, especially EnSiG and GasSV.

(4) Notice of termination shall be provided in text form (cf. Section 126b of the German Civil Code (*BGB*).

(5) Upon termination of all balancing group contracts between THE and the Balancing Group Manager, the Platform Use Agreement will terminate at the same time, unless THE expressly declares prior to the termination date of the balancing group contract that the Platform Use Agreement shall continue in effect. In deciding on the continuation, THE will give appropriate consideration to the legitimate interests of the Addressee.

(6) Upon termination of the Platform Use Agreement, THE will block Platform access to the Addressee concerned and its Users, and all personal data will be deleted in accordance with data protection regulations.

(7) The foregoing shall be without prejudice to the Parties' statutory rights to terminate a contract.

11 Use of data

(1) The data transmitted by the Platform participants to the Platform as part of their use of the Platform allow the Federal Load Dispatcher to perform its statutory duties pursuant to section 1(1) nos. 1-3 and section 2a(1) EnSiG.

(2) Where market data or content submitted to THE as the Platform operator is the property of the Addressee submitting the data/content, the Addressee shall grant THE and the Federal Load Dispatcher, to the extent required for Platform operation and for handling the processes pursuant to section 3, the free-of-charge and transferable right to

- store such data/content,

- publish such data/content by displaying such data/content in the protected area of the Platform and to make such data/content accessible to the Users of the Platform,
- process and reproduce such data/content, insofar as this is necessary for the provision or publication of such data/content in the protected area, and
- grant other Addressees and Users the right to use such data/content.

(3) THE reserves the right to edit, block or remove any market data available on the Platform at the request of BNetzA if and to the extent that THE becomes aware or has reasonable grounds for suspecting that data/content has been transmitted to THE inaccurately, incompletely or unlawfully or is presented in an inaccurate or incomplete manner. In so doing THE will give appropriate consideration to the legitimate interests of the transmitting Addressee.

12 Data protection

(1) THE's quality standards include the responsible handling of the User's personal details and ensuring compliance with the German Data Protection Act and the General Data Protection Regulation (GDPR) as amended from time to time. THE will process the personal data provided by the User only to the extent permitted by law and by contract for the purpose of registration for, and use of, the Platform and contractual performance (cf. Art. 6 et seq. GDPR). THE will only process or use the data submitted by the User for other purposes if the User has given its express consent or if THE is legally obliged to do so. Submitted copies of identity cards will be deleted or returned immediately after completion of the registration process. Further information on data protection is contained in THE's Privacy Policy (available on the www.tradinghub.eu website). This Privacy Policy shall not form part of the respective Platform usage relationship.

(2) The Parties undertake to comply with all relevant provisions of all applicable data protection laws and to protect any and all data they collect and store in connection with the performance of the contract against unauthorised access by third parties.

13 Confidentiality

(1) Save as otherwise provided in section 13(2) below, the Parties shall treat as confidential all information received in connection with registration under these Platform Terms of Use and designated as confidential (hereinafter referred to as "Confidential Information") and shall not disclose or make available any such Confidential Information to third parties without the affected Party’s prior written consent. The Parties undertake to use Confidential Information exclusively for the purpose of implementing the relevant contract.

(2) Each Party shall be entitled to disclose Confidential Information it has received from the other Party without the latter's written consent

(a) to an affiliated company, provided that such company is bound by a similar obligation of confidentiality,

(b) to its shareholders, representatives, agents, advisers, banks and insurance companies, if and to the extent that disclosure is required to ensure the proper performance of the relevant contractual obligations, and provided that such persons or entities have undertaken to keep the Confidential Information confidential prior to their receipt thereof or are subject to a statutory professional confidentiality requirement in respect of such Confidential Information, or

(c) to the extent that such Confidential Information is already legitimately known to the receiving Party prior to its disclosure by the other Party, is already in the public domain or becomes publicly available other than through an act or omission of the receiving Party, or must be disclosed by the disclosing Party under any statutory provision or a court or official order or a request received from a regulatory authority.

(3) The obligation to observe confidentiality shall end two (2) years after receipt of the information if no balancing group contract is concluded. The documents shall then be destroyed. In all other respects, the confidentiality obligations under the balancing group contract shall also apply to the Confidential Information received in the course of registration under these Platform Terms of Use.

14 Liability

(1) THE shall only be liable hereunder if it fails comply with an essential contractual obligation the breach of which either places at risk the achievement of the contract's purpose and/or the fulfilment of which is a prerequisite for the proper performance of the contract, and on whose fulfilment the Addressee regularly relies and may rely (hereinafter referred to as "Cardinal Obligation").

(2) THE shall not be liable if the circumstances giving rise to a claim against THE

(a) are based on an unusual and unforeseeable event beyond THE's control, the consequences of which could not have been avoided despite the exercise of reasonable care, or

(b) were brought about by THE complying with a legal obligation.

(3) THE shall not be liable for any failures of or disruptions to the technical infrastructure outside THE's sphere of responsibility ("Force Majeure").

(4) The limitations of liability under section 14(1) to (3) hereinabove shall not apply in the case of

(a) damage caused by wilful misconduct or gross negligence,

(b) personal injury (injury to life, body, health),

(c) as well as the assumption of guarantees.

The foregoing shall be without prejudice to THE's liability under mandatory statutory provisions (including without limitation the Product Liability Act).

15 Amendments to these Platform Terms of Use

THE reserves the right to amend these Platform Terms of Use to the extent that such amendment is reasonably acceptable to the User, with appropriate consideration being given to the legitimate interests of THE. Without limitation, an amendment shall be deemed reasonable if it is required in order to be able to comply with any changes in statutory, legal or regulatory requirements. Changes to the Platform Terms of Use will be communicated to the Addressee in text form (cf. Section 126b of the German Civil Code (BGB)) ("Change Notice") and will come into effect four (4) weeks after notification, unless a later date is expressly specified.

16 Applicable law, Place of jurisdiction, Final provisions

(1) The Platform Use Agreement including these Platform Terms of Use shall be governed by and be construed and interpreted in accordance with the laws of the Federal Republic of Germany.

(2) The place of jurisdiction for any and all disputes between THE and the Addressee arising from the Platform Use Agreement and these Platform Terms of Use shall be Düsseldorf, Germany, to the extent that such an agreement on the place of jurisdiction is permissible.

(3) No oral agreements have been made in relation to these Platform Terms of Use or any contract concluded hereunder.

(4) If any provision of these Platform Terms of Use is or becomes invalid or unenforceable, the remaining provisions shall remain full force and effect. In place of the invalid or unenforceable provision, the valid provision that comes closest to the purpose of the invalid provision shall be deemed to be agreed. In the event of any gap or loophole herein, that provision shall be deemed to be agreed which corresponds to what would have been agreed in accordance with the purpose hereof had the Parties considered the matter.

(5) These Platform Terms of Use are available in German and English. Only the German version shall be legally binding.