

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 Supplementary Terms and 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 hereby 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 Supplementary Terms and Conditions for the injection of natural gas shall also apply to the injection of biogas.
- (4) In addition, Appendix 1 to these Supplementary Terms and Conditions governs the details of the regulation on the gas procurement surcharge.

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 2a, 2b, 25 (16) and (17), 25a (4), 25b (2), 31 (1) sentence 2 and Appendix 3 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 THE¹ within and with effect for THE's customer consultation hours². Until the communication connection is changed, communication shall continue to take place between THE and the previous service provider. The balancing group manager shall 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 – Transfer of gas quantities between balancing groups

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

Article 6 – Changes to the Supplementary Terms and Conditions and the fees

Changes to the Supplementary Terms and Conditions and the fees shall be governed by Articles 30 and 31 of the Terms and Conditions of the Balancing Group Contract.

Appendix 1 – Provisions governing the gas procurement surcharge

Preamble

The ordinance pursuant to section 26 of the Energy Security Act (hereinafter referred to as "Gas Price Adjustment Ordinance" (GasPrAnpV)) grants gas importers directly affected by significant gas supply curtailments a financial compensation financed by a net price adjustment as provided for in section 26(5) of the Energy Security Act (EnSiG).

The gas importers' claim for compensation has to be filed with the market area manager within the meaning of section 3 (26a) of the Energy Security Act. The resulting costs incurred by the market area manager are passed on to the balancing group managers by way of a surcharge.

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.

Section 1 – Subject matter of the Appendix

- (1) The subject matter of this Appendix is the surcharge levied by the market area manager on all balancing group managers in its market area in accordance with the terms of the Gas Price Adjustment Ordinance in a transparent, non-discriminatory procedure. It is based on the market area manager's authorisation as provided for in section 2 (3) (d) of the main part of the Agreement on Cooperation between Operators of Gas Supply Networks XIII.1 ("KoV XIII.1") and section 2b of Appendix 4 to KoV XIII.1.
- (2) This Appendix 1 shall form an integral part of the market area manager's Supplementary Terms and Conditions.
- (3) The application of this Appendix shall be governed by the provisions of Appendix 4 to KoV XIII and KoV XIII.1 mutatis mutandis (hereinafter referred to as "Balancing Group Contract"). However, this shall not apply to the provisions set out in section 3 (4) and section 8 of this Appendix. The provisions of this Appendix shall take precedence over the provisions of the Balancing Group Contract and the other appendices to the Balancing Group Contract. In all other respects, the provisions of the Balancing Group Contract shall remain unaffected insofar as they are relevant to the subject matter of this Appendix.

Section 2 – Calculation, levying and assignability of the surcharge; termination

- (1) The market area manager shall levy a surcharge in ct/kWh pursuant to section 3 (1) of the Gas Price Adjustment Ordinance (hereinafter referred to as "**Gas Procurement Surcharge**") for all energy quantities delivered at SLP and RLM exit points. The Gas Procurement Surcharge shall be invoiced monthly as part of the balancing group invoicing process.
- (2) The Gas Procurement Surcharge shall be levied for the period from 1 October 2022 to 1 April 2024 (hereinafter referred to as "**Surcharge Period**"). It shall be determined with due consideration for the costs and revenues forecast for the Surcharge Period and the forecast exit quantity.
- (3) The surcharge shall be owed by the balancing group manager. The amount to be paid by the balancing group manager for any one month shall be calculated by multiplying the exit gas quantities to be allocated to its balancing group for the month in question

by the Gas Procurement Surcharge in cent/kWh. The provisions of sections 17, 17a of the Balancing Group Contract shall apply mutatis mutandis to the Gas Procurement Surcharge.

- (4) The Gas Procurement Surcharge shall be invoiced when the relevant billing data for the month in question have been finalised. The invoice shall be issued no later than two (2) months after the respective billing month. Payment shall be due within ten (10) working days after the invoice has been issued. In deviation from section 3 (7) of the Supplementary Terms and Conditions, all calendar days which are not Sundays or federal public holidays shall be deemed to be working days for the purposes of this Appendix. 5.
- (5) The Gas Procurement Surcharge shall be invoiced on a separate invoice as part of the invoicing process for the balancing group. Balancing group managers are requested to note the separate bank details for the Gas Procurement Surcharge.
- (6) Any objections to payment claims relating to the Gas Procurement Surcharge shall only entitle the balancing group manager to defer or refuse payment if there is a serious possibility of an obvious error. The balancing group manager shall not be entitled to set off any claims against the market area manager.
- (7) If there are arrears amounting to more than one payment claim for the Gas Procurement Surcharge, the market area manager shall be entitled to terminate the balancing group contract if said arrears are not paid in full within three (3) weeks after the notice of termination was served to the balancing group manager in whose balancing group the gas quantities concerned are managed even after a reminder and a threat of termination. The threat of termination may be combined with the reminder.
- (8) In all other respects, the terms of payment shall be governed by the Balancing Group Contract and the market area manager's Supplementary Terms and Conditions.
- (9) The market area manager shall be entitled to assign any claims against the balancing group managers for payment of the Gas Procurement Surcharge to a third party.

Section 3 – Gas Procurement Surcharge account; Adjustment of the gas procurement Surcharge

- (1) The market area manager shall establish a separate account for the Gas Procurement Surcharge to which the costs and revenues pursuant to Section 3 (2) hereinbelow resulting from the implementation of the Gas Price Adjustment Ordinance shall be allocated.
- (2) The market area manager shall book the following costs and revenues to the Gas Procurement Surcharge account:

Costs:

- (a) Payments in response to compensation claims made by gas importers
- (b) advance payments on account pursuant to section 2 (9) of the Gas Price Adjustment Ordinance
- (c) Necessary costs of the market area manager for the implementation of the Gas Procurement Surcharge, including but not limited to the costs related to the invoicing process
- (d) Necessary IT costs incurred by the market area manager, including but not limited to application and licence costs
- (e) Necessary personnel costs incurred by the market area manager in connection with the implementation of the Gas Price Adjustment Ordinance
- (f) Necessary financing costs incurred by the market area manager, including but not limited to custodial fees on credit balances, commitment fees for credit lines, interest on the use of a credit line and account management charges
- (g) Necessary legal and consultancy costs incurred by the market area manager
- (h) Necessary insurance premiums, or
- (i) Necessary collection expenses

Revenues:

- (a) Payments made by balancing group managers in relation to the Gas Procurement Surcharge pursuant to section 6 (1) of the Gas Price Adjustment Ordinance

- (b) Repayments by the gas importers in relation to the advance payments on account and compensation payments pursuant to section 2 (7) or (9) of the Gas Price Adjustment Ordinance; or
 - (c) Other revenues, provided that they are attributable to the Gas Procurement Surcharge account.
- (3) The market area manager shall forecast the balance of the Gas Procurement Surcharge account for the Surcharge Period. The market area manager may adjust the Gas Procurement Surcharge based on the balance of the account at a given time and the remainder of the Balancing Period at that time. The market area manager shall check on 1 January 2023, 1 April 2023, 1 July 2023, 1 October 2023 and 1 January 2024 if there is a need for an adjustment of the Gas Procurement Surcharge. Any such adjustment shall come into force at the beginning of the next but one month after the month in which the market area manager has published the adjustment by the 15th calendar day.
- (4) For the application of this Appendix, section 31 (3) and (4) of the Balancing Group Contract shall be disregarded.

Section 4 – Publication and information duties of the market area manager

The market area manager shall publish on its website the following information in a format suitable for electronic processing by standard software:

- (a) The amount of the Gas Procurement Surcharge pursuant to section 2 (1) sentence 1 (in ct/kWh)
- (b) The calculation basis and system for forecasting the Gas Procurement Surcharge including the methodology used for determining the distributions
- (c) The total volume of the Gas Procurement Surcharge
- (d) The aggregate forecast values for the current billing month, and
- (e) The monthly balance of the Gas Procurement Surcharge account (cost and revenue items) as soon as all final values required for the publication of a billing month are available.

With regard to sentence 1 (b) and (d), section 27 (1) (a) (aa) of the Balancing Group Contract shall apply accordingly.

Section 5 – Right of the market area manager to make additional claims after the end of the Surcharge Period

- (1) If the balance of the Gas Procurement Surcharge account is negative, the market area manager shall be entitled to claim the shortfall from the balancing group managers on a pro-rata basis (additional claim).
- (2) If any claims are asserted against the market area manager after the end of the Surcharge Period and there is a risk of a shortfall in the Gas Procurement Surcharge account as a result, the market area manager shall be entitled to collect the anticipated shortfall from the balancing group managers on a pro-rata basis (additional claim).
- (3) The additional claims pursuant to section 5 (1) and (2) hereinabove shall be invoiced in proportion to the energy quantities taken by the balancing group managers during the Surcharge Period pursuant to section 2 (1) sentence 1 of this Appendix. The foregoing shall apply to all balancing group managers that have a balancing group contract with the market area manager at the time the additional claim is made.

Section 6 – Final payout

- (1) Any surplus remaining at the end of the Surcharge Period shall be paid out by the market area manager to the balancing group managers. The surplus shall be paid out in proportion to the total surcharge payments made by each of the balancing group managers. The foregoing shall apply to all balancing group managers that have a balancing group contract with the market area manager at the time the surplus is paid out.
- (2) The market area manager may retain the surplus or part thereof to cover possible additional claims until they have been settled in full. The amount withheld shall be calculated on the basis of the anticipated costs that a prudent businessman can expect in accordance with the principles of proper accounting. Once all claims in connection with this Appendix have become statute-barred or have been settled in

full, the market area manager shall distribute the amount remaining in the Gas Procurement Surcharge account in accordance with the principles set out in section 6 (1) hereinabove.

Section 7 – Limitation period

All claims arising out of this Appendix shall become statute-barred on 31 December 2025, provided that the claim has arisen by said date and the creditor has become aware of the circumstances giving rise to such claim and of the person of the debtor or should have become aware thereof without gross negligence. Sentence 1 shall not apply to claims arising from injury to life, body and health, to liability arising from wilful misconduct and gross negligence, or to the cases detailed in section 5 (2) and section 6 (2) sentence 3.

Section 8 – Severability

- (1) If any provision of this Appendix is or becomes invalid or unenforceable, the remainder of this Appendix shall remain in full force and effect.
- (2) The market area manager undertakes to replace any such invalid or unenforceable provision in a suitable procedure by another provision coming as close as possible to the economic effect originally intended by the provisions so replaced. The foregoing shall apply mutatis mutandis to any gaps in this Appendix.