

Foreword

ONTRAS - VNG Transport GmbH (hereinafter referred to as "ONTRAS") is a market area-wide network operator in the GASPOOL market area. Under these Conditions for Access to the Network, ONTRAS will solely perform the function of entry or exit network operator within the GASPOOL market area.

These Conditions for Access to the Network of ONTRAS (hereinafter referred to as "Network Access Conditions" or "NAC") consist of the adapted Appendix 3 to the Agreement on Cooperation between Operators of Gas Supply Networks Located in Germany in Accordance with Section 20(1)(b) of the Energy Industry Act (EnWG), of 19 July 2007, as amended on 29 July 2008 (which Cooperation Agreement is hereinafter referred to as "CoA III") together with Appendixes NZB 1 ("Definitions"), NZB 2 ("Operating Manual") and NZB 3 ("Supplementary Conditions of ONTRAS") .

In order to distinguish the provisions and functions related to entry and exit network operators from those applicable to balancing group network operators, the provisions concerning balancing group network operators are shown with grey shading in this document. This is intended to make the NAC, which are derived from Appendix 3 to CoA III, easier to read, but does not affect the applicability of the NAC and it is not claimed that all the relevant passages have been so marked. The applicability of the provisions concerned shall be determined solely by the function assumed by ONTRAS within the existing network access model. Provisions concerning the functions of balancing group network operators are stated without prejudice to the network access conditions of the balancing group network operator within the GASPOOL market area.

This English translation of the Terms and Conditions for Access to the Network of ONTRAS - VNG Gastransport GmbH shall not be legally binding and is provided for convenience only. Legally binding access to the network shall only be granted on the basis of the German version of the Terms and Conditions.

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Part 1: General

▪ Article 1 Scope

These Network Access Conditions lay down the conditions of the network operator ONTRAS for the marketing of entry and exit capacities of the market area-wide network operator ONTRAS within the GASPOOL market area, including ancillary services offered in connection therewith. In this context, ONTRAS shall solely perform the functions of an entry and/or exit network operator. Access within the GASPOOL market area shall be governed by the contracts stated in Article 3 hereinbelow on the basis of these NAC and the network access conditions of GASPOOL.

ONTRAS - VNG Gastransport GmbH hereby objects to the inclusion of any shipper's standard terms and conditions. Provision of other auxiliary or general services shall require separate written agreement between the balancing group manager or shipper and ONTRAS - VNG Gastransport GmbH.

To the extent that these Terms and Conditions only concern the offering of capacities and not the offering of maximum offtakes, they shall not apply to the exit contracts of local distribution system operators.

▪ Article 2 Definitions

The definitions set out in Appendix NZB 1 to these Network Access Conditions or elsewhere in these Network Access Conditions shall be applicable. Terms used in the singular shall include the plural and vice versa, unless expressly provided otherwise or indicated otherwise by the context. Terms not defined otherwise in Appendix NZB 1 shall be as defined in the Energy Industry Act (EnWG) of 7 July 2005 and the Gas Network Access Ordinance (GasNZV) of 25 July 2005 in the version from time to time in force.

▪ **Article 3 Contracts**

1. Access to one or more (sub)networks in the market area shall be on the basis of the following individual contracts:

- entry contract under which the shipper shall inject gas to the market area at an entry point and under which the entry network operator shall be obligated to provide the respective transmission service for the shipper;
- exit contract under which the shipper shall book maximum offtake and/or capacities at an exit point within the market area and under which the exit network operator shall provide the respective transmission service for the shipper;
- balancing group contract under which the balancing and invoicing of differences between the gas quantities entering and exiting the balancing group and/or transfer of gas quantities between balancing groups via a virtual entry and exit point as well as the handling of the necessary communication processes shall take place.

Except as otherwise provided, the provisions of these Network Access Conditions for the injection of natural gas shall also apply to the injection of biogas.

2. Shippers shall conclude framework contracts with local distribution network operators to simplify the handling of exit contracts for large numbers of exit points on local distribution networks.

• **Part 2: Booking of Capacity and Maximum Offtake**

▪ **Article 4 Registration/Deregistration for the Use of the Network to Supply Ultimate Consumers**

In the event of registration or deregistration for the use of the network to supply gas to ultimate consumers, gas supply to the exit points concerned shall be in accordance with the uniform business processes and data formats of

20 August 2007 defined by the Federal Network Agency (ref. BK7-06-067) or a document issued by the Federal Network Agency which supersedes or supplements such definition.

Articles 5 and 6 hereinbelow shall apply to all other cases.

The titles of metering points used for the designation of the registered or deregistered offtake points shall not be amended once issued.

▪ **Article 5 Binding Request**

1. To conclude an entry or exit contract, the shipper shall submit a binding request to the entry and/or exit network operator for the acquisition of capacities at entry points and/or capacities and/or maximum offtake at exit points within the market area.
2. The shipper shall be entitled to submit a binding request via www.ontras.com or by completing the network operator's standard written form. Said standard form is available at www.ontras.com. In deviation from this provision, the network operator may offer an online request/booking procedure for capacities pursuant to Article 6 hereinbelow.

The exit network operator shall require the shipper to submit authorization by the balancing group manager for the shipper to include entry or exit points in the balancing group or sub-balancing account on behalf of the balancing group manager.

3. Observing the deadlines specified in Section 2 of Article 7, the shipper shall be entitled to submit a binding request for firm or interruptible entry and/or exit capacities for a period of one or more years, months, weeks or days. The shipper shall also be entitled to submit a binding request for capacities and/or maximum offtake at entry points with different durations and in different amounts independently of capacities and/or maximum offtake at exit points. The binding request shall be submitted in m³/h(Vn) or kWh/h as stipulated by the network operator.

4. Relevant capacity allocation restrictions and usage restrictions relating to individual entry and/or exit points shall be published by the network operator at www.marktgebiete.com. Where such publication on the Internet cannot be reasonably expected of a local distribution network operator due to the volume involved, it shall be sufficient to publish a notice indicating how the shipper can obtain information on capacity allocation restrictions or usage restrictions. Allocation of exit points to market areas shall not constitute a capacity allocation restriction for the purposes of this Article 5.

▪ **Article 6 Online Request/Booking with Transmission System Operators**

1. The shipper shall be entitled to perform online booking of capacities at entry and exit points in the network of the respective network operator at www.marktgebiete.com.
2. If the respective network operator has to submit a binding request for capacities on upstream networks, effectiveness of the exit contract shall be subject to the condition precedent that the necessary capacities in the upstream networks are available. In this case, the exit network operator shall notify the shipper within a maximum of 4 working days after receiving the binding request of the results of its review to determine whether the necessary capacities in the upstream networks are available.
3. Use of the network operator's online booking system shall be subject to the standard terms and conditions for online booking published by the network operator on its website.
4. For the purposes of online booking, the shipper shall first examine at www.marktgebiete.com the availability of the requested capacities by entering the necessary data. If said capacities are available, the shipper shall be entitled to submit a binding request for the booking of said capacities by confirming the data entered. The network operator shall accept the offer by means of electronic confirmation subject to the provisions of Section 2 of this Article 6.
5. Firm and interruptible capacities shall be allocated in the chronological order of the receipt of the respective binding requests.

▪ **Article 7 Conclusion of Contract**

1. An entry and/or exit contract shall be concluded upon receipt of the declaration of acceptance or upon receipt of electronic confirmation pursuant to Section 4 of Article 6 by the shipper.

2. Entry and exit contracts with a term of
 - one year or more may be concluded at any time;

 - such contracts with a term of less than one year may be concluded not earlier than 3 months before the envisaged start of the availability period for the capacity to be booked;

 - such contracts with a term of less than one month may be concluded not earlier than 20 (twenty) working days before the envisaged start of the availability period for the capacity to be booked.

3. In addition, the implementation deadline in accordance with Section 3 of Article 15 shall be observed for the use of the capacity or maximum offtake. Exit points to ultimate consumers shall only be included with effect from the 1st (first) day of a month unless the network operators concerned offer inclusion within a shorter period.

• **Part 3: Entry Contract**

▪ **Article 8 Object of Entry Contract**

1. On conclusion of an entry contract, the entry network operator shall make available to the shipper the booked firm and/or interruptible capacity or maximum offtake at the entry points of the market area, adhering to any capacity allocation restrictions and usage restrictions under the entry contract.

2. On conclusion of the entry contract, the shipper shall acquire the right to inject gas into the market area subject to Article 9. The virtual trading point of the

market area where the injected gas can be traded in accordance with these Network Access Conditions shall be reached by the entry contract.

3. The shipper shall make available the gas quantity nominated at the agreed entry point in accordance with Article 22. The entry network operator shall accept the gas quantity made available by the shipper in accordance with the first sentence of this Section 3 and simultaneously make available in its network gas of an equivalent quantity of energy for offtake by the shipper at the virtual trading point. The shipper shall be obligated to offtake the gas made available by the entry network operator in accordance with the second sentence of this Section 3. In deviation from this provision, a restriction on injection pursuant to Article 38, Section 2 below may apply in the case of gas injected to downstream networks, for example in the case of the use of storage facilities.
4. Where biogas is injected to the network, the quantity of gas supplied by the shipper shall be allocated. Any quantities of LPG added by the network operator to adapt to the new calorific value required in the network of the biogas entry network operator in accordance with Article 41 f, Section 2, GasNZV (Gas Network Access Ordinance) shall not be taken into consideration.
5. Physical identity of the gas need not be ensured. Gas quantities may be injected and made available in a single gas flow commingled with other gas quantities.

▪ **Article 9 Entry Requirement**

1. Gas entry shall require inclusion of the booked entry point in a balancing group in accordance with Article 21.
2. In deviation from Section 1 of this Article 9, biogas entry points may be included in a separate biogas balancing group in accordance with Article 41 e, GasNZV (Gas Network Access Ordinance).

- **Part 4: Exit Contract**

- **Article 10 Object of Exit Contract**

1. On conclusion of an exit contract, the exit network operator shall make available to the shipper the booked firm or interruptible capacity or maximum offtake at the exit point in accordance with any capacity allocation restrictions and usage restrictions as well as any agreed capacity reductions under the exit contract.
2. On conclusion of the exit contract, the shipper shall acquire the right to offtake gas quantities at the exit point from the exit network operator subject to the provisions of Article 11.
3. Subject to Article 22, the shipper shall make available the gas quantity at the virtual trading point and offtake the gas quantity from the exit network operator at the agreed exit point. The exit network operator shall accept the gas quantity made available by the shipper in accordance with the first sentence of this Section 3 and simultaneously make available gas of an equivalent quantity of energy for offtake by the shipper at the agreed exit point. In addition, the shipper shall suitably inform the ultimate consumer supplied by it in writing on the allocation of the exit point to the market area, for instance by stating the market area in each consumer invoice.
4. Physical identity of the gas need not be ensured. Gas quantities may be injected and made available in a single gas flow commingled with other gas quantities.

- **Article 11 Offtake Requirements**

1. Gas offtake shall require inclusion of a booked exit point in a balancing group in accordance with Article 21 below; GeLi Gas shall not be affected.
2. Gas offtake to an ultimate consumer requires the existence of a contract regarding network connection and/or use of a network connection between the person holding the network connection or the connection user and the exit network operator.

3. Gas offtake to a downstream storage facility shall only be possible if the shipper holds existing rights to use the storage facility.
4. In deviation from Section 1 of this Article 11, biogas exit points may be included in a separate biogas balancing group in accordance with Article 41 e, GasNZV (Gas Network Access Ordinance).

▪ **Article 12 Balancing of Surplus or Shortfall Quantities**

1. For each exit point, the exit network operator shall determine surplus or shortfall quantities after the relevant measured values have been finally determined. For all exit points, the offtake at standard load profile and recorded demand measurement exit points determined in accordance with G 685 within the invoicing period shall be compared with the relevant value finally used for allocation to the balancing group of the balancing group manager. The final gross calorific values determined in accordance with G 685 shall be used for the calculation of consumption.
2. In the case of customers with standard load profiles, the surplus or shortfall quantities shall be invoiced by the exit network operator towards the shipper at the compensation energy prices for the invoicing period. The monthly average compensation energy price shall be the non-weighted arithmetic mean of the sale and purchase reference prices for the gas days in the month concerned in accordance with Article 27 and shall be determined and published by the balancing group network operator. The average compensation energy price shall be the non-weighted arithmetic mean of the monthly average compensation energy prices in the invoicing period. This price shall be equally used for the invoicing of surplus or shortfall quantities.
3. In the case of customers with recorded demand measurement, the surplus or shortfall quantities for each exit point as a result of the differences between provisional and final gross calorific values, shall be determined monthly and invoiced to the shipper by the exit network operator at the average monthly compensation energy prices. These prices shall be the non-weighted arithmetic mean of the sale and purchase reference prices for the gas days in the month concerned in accordance with Article 27. The monthly average compensation

energy price shall be determined and published by the balancing group network operator and shall be equally used for the invoicing of shortfall and surplus quantities. Invoices shall be issued monthly.

4. Without limitation, the following variants may be used for invoicing:

- a) surplus or shortfall quantities may be invoiced together with the charges for network use; separate invoices for each metering point; or
- b) surplus or shortfall quantities may be invoiced separately from the charges for network use; separate invoices for each metering point; or
- c) collective invoices may be issued for several metering points.

5. The invoicing of surplus or shortfall quantities shall have no effect on the balancing group.

6. The expenses and revenues from surplus and shortfall quantity accounting shall be accounted for between the exit network operator and the balancing group network operator and posted to the control and compensation energy levy account in accordance with Article 30.

• **Part 5: Balancing Group Contract**

▪ **Article 13 Request**

1. To conclude a balancing group contract, the balancing group manager shall submit to the balancing group network operator a request with the data required by said network operator.

2. The balancing group manager shall make the request of a balancing group contract on the website of the balancing group network operator or using the standard form of said network operator in writing. Said standard form is available on the website of the balancing group network operator.

▪ **Article 14 Handling of Request**

1. The balancing group network operator shall answer a complete request by submitting a binding offer in writing for the conclusion of a balancing group contract.
2. If a request is incomplete, the balancing group network operator shall notify the balancing group manager promptly of the data required for processing.

▪ **Article 15 Conclusion of Contract**

1. A balancing group contract shall come into effect once the written contract signed by the balancing group manager is received by the balancing group network operator.
2. Following the receipt of the balancing group contract signed by the balancing group manager, the balancing group network operator shall promptly notify the balancing group manager of the balancing group number.
3. For the purpose of technical implementation of the balancing group contract, the contract shall be concluded no later than 10 (ten) working days before start of use of the points included in the balancing group (implementation deadline). Implementation within said deadline shall not take place unless a communication test in accordance with the operating manual in Appendix NZB 2 to these Network Access Conditions is successfully completed.

▪ **Article 16 Online Conclusion of Balancing Group Contract**

1. As an alternative to the conclusion of a balancing group contract in accordance with Articles 13 to 15 above, the balancing group network operator may offer the online conclusion of a balancing group contract.
2. By confirming the data entered for the online conclusion of a balancing group contract, the balancing group manager shall be deemed to have made a binding offer for the conclusion of a balancing group contract. Said offer shall be confirmed directly by an electronic booking confirmation if the offer is received

no later than 10 (ten) working days prior to the planned commencement of gas transmission. Notification of the acceptance of the offer shall be sent to the balancing group manager in writing.

▪ **Article 17 Object and Term of Balancing Group Contract**

1. The object of the balancing group contract shall be the balancing and invoicing of differences between the gas injected and offtaken which is assigned to the balancing group, the transfer of gas quantities between balancing groups via a virtual entry and exit point and the handling of the required communication processes.

2. The balancing group network operator and the balancing group manager shall operate and account for the balancing group in accordance with these Network Access Conditions.

3. The balancing group contract shall terminate one year after conclusion of the balancing group contract if no entry or exit points have been included in the balancing group or nominated and no virtual entry or exit points have been nominated. This shall not apply if the balancing group manager objects to such termination in writing 3 months before the expiry of the balancing group contract. In such case, the balancing group contract shall be extended by one year.

▪ **Article 18 Sub-balancing Accounts**

1. The balancing group manager shall be entitled to establish sub-balancing accounts within an existing balancing group.

2. The balancing group manager shall be entitled to apply in writing to the balancing group network operator for the establishment of a sub-balancing account. The balancing group network operator shall confirm the establishment of a sub-balancing account by notifying the balancing group manager of the sub-balancing account number.

▪ **Article 19 Linking of Balancing Groups**

1. Several balancing group managers within a market area shall be entitled to link their balancing groups and to declare to the balancing group network operator that the amounts payable to the balancing group network operator under the balancing group contract shall only be accounted for as towards one of the balancing group managers. This declaration causes that the invoicing of balancing groups is linked as follows:

a) The daily imbalances between the gas quantities supplied to and taken from each of the balancing groups shall be set off against each other within the designated balancing group and only accounted for as towards the designated balancing group manager.

b) The control energy levy in accordance with Article 30 shall be accounted for in such manner that the levy for each of the linked balancing groups shall be invoiced solely to the designated balancing group manager.

c) The hourly incentive system in accordance with Article 29 shall be accounted for in such manner that the hourly deviations of the individual balancing groups are determined, set off against each other and invoiced as towards the designated balancing group manager. For this purpose, the total of all the tolerances applicable to the individual balancing groups shall be applied to the balance which is determined.

2. In the event that the balancing group network operator is unable to collect the amount due from the balancing group manager designated under Section 1 of this Article 19 within two weeks of the date when arrears in such payments arise, the other balancing group managers concerned shall be obligated to pay to the balancing group network operator the amount corresponding to the imbalances with respect to their balancing groups.

3. Further details shall be laid down in a separate contract with a term of at least one calendar month between the balancing group network operator and the balancing group managers concerned. Such contracts shall be concluded before the beginning of the calendar month in which they are to take effect.

▪ **Article 20 Balancing Group Manager**

The balancing group manager may be a shipper or a third party. The provisions of Article 50 concerning creditworthiness checking shall apply mutatis mutandis to the balancing group manager. The balancing group manager shall meet the requirements of the communication test in accordance with the Operating Manual attached as Appendix NZB 2 to the Network Access Conditions.

The balancing group network operator shall notify the balancing group manager of a unique balancing group number.

▪ **Article 21 Inclusion of Points**

1. As a prerequisite for the balancing of gas quantities at physical entry or exit points, the balancing group manager shall include said points in balancing groups. The shipper shall state the points to be included in the balancing group and shall submit to the entry or exit network operator, as the case may be, authorization by the balancing group manager which shall state the balancing group or sub-balancing account number.
2. For the balancing of gas quantities at the virtual entry or exit point, it shall not be necessary for a separate declaration to be made concerning the inclusion of such points. The virtual entry or exit point shall be deemed to have been included in the balancing group upon the conclusion of this balancing group contract.
3. The points to be included shall be located in the market area where the balancing group is established. Points of one or more shippers may be included in one balancing group. Entry and exit points in accordance with Article 25, section 4a hereinbelow may be included in more than one balancing group.
In the event that the shipper wishes capacities booked by the shipper at one of the points included in the balancing group to be allocated to different balancing groups or sub-balancing accounts, the shipper shall notify the entry and exit network operators of the allocation of the entry or exit capacities or maximum offtakes booked for each point.

Points subject to different Network Access Conditions may be included in one balancing group where this is possible in view of technical and/or operational reasons and does not require unreasonable effort on the part of the balancing group network operator.

4. The points included in a balancing group shall only be used subject to any applicable capacity allocation restrictions and usage restrictions.

▪ **Article 22 Nomination**

1. The balancing group manager shall nominate the entry quantities at each of the entry points included in its balancing group to the entry network operator in accordance with the provisions of the Operating Manual attached as Appendix NZB 2 to the Network Access Conditions. Exit nominations shall be required only in the cases provided for in Sections 3 and 4 of this Article 22.
2. No later than 5 working days after the beginning of the month preceding the month in which the substitute nomination procedure agreed with the entry network operator is to take effect, the balancing group manager shall notify the exit network operator of the exit points to be subject to the substitute nomination procedure. The same shall apply mutatis mutandis to notification of the end of the application of a substitute nomination procedure.
3. The balancing group manager shall nominate the exit quantities to be offtaken at an exit point to a storage facility, for transmission to another market area or a neighbouring country or at the virtual exit point to the exit network operator in accordance with the provisions of the operating manual in Appendix NZB 2 to these Network Access Conditions.
4. If several shippers have booked capacity or maximum offtake at the same exit point and said exit point is included in different balancing groups, the balancing group managers concerned shall nominate the exit capacities or maximum offtake concerned to the exit network operator. Nomination obligations shall also apply if the same exit point has been included in different balancing groups by one shipper.

5. In the event of nomination obligations at entry and exit points, an implementation notice period of ten working days shall apply to the initial establishment of communication channels between the entry or exit network operator and the shipper. In the event of the transfer of points between existing balancing groups where communication channels have already been established, the notice period for implementation shall be 5 working days. For short-term capacity trading, the special implementation periods indicated on the network operator's website shall apply.

▪ **Article 23 Technical Exit Nominations**

In the event that an exit point to ultimate consumers with consumption metering has been included in the contract, the balancing group manager shall submit technical nominations of the exit quantities to be offtaken at said exit point if such nomination is necessary for the safe and reliable operation of the network, for example as a result of the offtake behaviour of the ultimate consumer. In any such case, the exit network operator shall notify the shipper in writing of the nomination obligation upon the conclusion of the exit contract.

▪ **Article 24 Allocation of Gas Quantities**

1. The entry network operator or balancing group network operator to which entry nominations are made in accordance with Article 22, Section 1, above shall determine for each balancing group and sub-balancing account the gas quantities injected at entry points or transferred at the virtual entry point and shall allocate said quantities to the balancing group or sub-balancing account concerned on the basis of the nominations by the balancing group manager in accordance with the allocation procedure specified in the entry contract.
2. The exit network operator shall allocate the gas quantities offtaken at exit points to storage facilities or at exit points for transmission to another market area or offtaken at the virtual exit point to the balancing group on the basis of the nominations by the balancing group manager or in accordance with the allocation procedure specified in the exit contract.

3. The exit network operator shall determine for each balancing group and sub-balancing account the gas quantities offtaken at exit points to consumption metered ultimate consumers (customers with "recorded demand measurement") on the basis of the quantities metered and shall allocate said quantities to the balancing group or sub-balancing account in accordance with the allocation procedure specified in the exit contract.

- The exit network operator shall allocate exit quantities offtaken at recorded demand measurement exit points with a total exit capacity booking or maximum offtake of 300 MWh/h or more on the basis of measured values to the balancing group or sub-balancing account in accordance with the allocation procedure stated in the exit contract provided that the balancing group manager has not expressly declared that the exit point is to be assigned to case group (b) of the hourly incentive system in accordance with Article 29, Section 2 and the balancing group network operator has not objected to such assignment. In each case, shippers shall only be entitled to exercise their option to include exit points in case group (b) one month before the beginning of the levy period under Article 30, Section 3 or in connection with a change of suppliers.
- The exit network operator shall allocate exit quantities offtaken at recorded demand measurement exit points with a total exit capacity booking or maximum offtake of less than 300 MWh/h on the basis of measured values to the balancing group or sub-balancing account in accordance with the allocation procedure stated in the exit contract in such manner that the daily quantity is allocated to the various hours evenly as a daily flat gas volume, provided that the balancing group manager has not expressly declared that the exit point is to be assigned to case group (a) of the hourly incentive system in accordance with Article 29, Section 2. The balancing group manager may declare to the balancing group network operator that one or more exit points with recorded demand measurement with an exit capacity of more than 300 MWh/h are to be balanced as major customers with a daily flat gas volume. In each case, shippers shall only be entitled to exercise their option to include exit points in case group (a) one month before the beginning of the levy period under Article 30, Section 3 or in connection with a change of suppliers.

- From 1 October 2008, the exit network operator shall determine during the course of each day the hourly quantities offtaken by consumption-metered customers up to 12 noon, in kWh on the basis of provisional measured values ("actual offtakes"). The exit network operator shall transmit quantity reports broken down into aggregate values for major customers with and without daily flat gas volumes and as a total amount for customers with recorded demand measurement subject to substitute nomination procedures as a business message in the ALOCAT format valid at the time of transmission. The exit network operator shall provisionally assign the daily load curve procedure in this way to the balancing group or sub-balancing account and shall notify the balancing group network operator thereof promptly but no later than 6.00 p.m. Article 33, Section 1, GasNZV (Gas Network Access Ordinance) shall not be affected.

Final allocation to the balancing group or sub-balancing account shall take place after one month on the basis of corrected data, if applicable, in accordance with the allocation procedure specified in the exit contract. A gross calorific value correction shall not be effected.

4. The exit network operator shall determine for each balancing group and sub-balancing account the gas quantities offtaken at exit points to ultimate consumers with standard load profiles and shall allocate said quantities to the balancing group or sub-balancing account on the basis of the standard load profile procedure laid down by the exit network operator.

In the case of exit points with standard load profiles, the daily quantities of the standard load profiles shall be used for balancing as follows.

- In the case of synthetic standard load profile procedures, the daily quantity of the load profile resulting from the forecast temperature on the preceding day shall be relevant for balancing. The forecast temperature shall be the temperature predicted for the day of delivery/balancing (D) and not the actual temperature of the preceding day (D-1). No subsequent correction of the temperature (for example to the actual temperature of the delivery day) shall be made.

- In the case of analytical load profile procedures, a time shift of 48 hours shall be applied, the exit quantity of the day preceding the preceding day (D-2) of the load profile resulting from the use of the actual temperature of the day preceding the preceding day (D-2) shall be applied for day D.

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By agreement with the Federal Network Agency, exit network operators may use correction factors to reduce the control energy required in connection with standard load profiles, especially as a result of the time offset in allocation in the case of the analytical procedure.

The exit network operator shall notify the balancing group network operator of the standard load profile values to be allocated to the balancing groups or sub-balancing accounts concerned which have been calculated on this basis no later than 12 noon on the preceding day (D-1) in each case. The balancing group network operator shall forward said data, broken down by balancing groups and sub-balancing accounts to the balancing group manager no later than 1.00 p.m. on the preceding day so that the balancing group manager can make an entry nomination for said quantities. In the event that no values have been received by the balancing group network operator from the exit network operator by 12 noon on any day, the balancing group network operator shall transmit to the balancing group manager the value for the preceding day, which shall then be used as a basis for allocation.

The balancing group network operator shall determine the balancing group status (including hourly values) for each balancing group on the basis of the data made available under this Article 24 and shall notify the balancing group manager promptly of said data on D+1 in each case.

In the case of exit points with standard load profiles, the allocations reported on D-1 shall be the final allocations. No correction shall be made for gross calorific value and substitute values.

5. In the event that entry or exit points are included in more than one balancing group, the shippers shall agree allocation rules with the entry and exit network operators in the entry and exit contracts concerned with a view to ensuring that the gas quantities allocated to such points are balanced once only.

Article 25 Daily Balancing

1. The balancing period for all gas quantities shall be the gas business day. The balancing group manager shall be obligated to keep the balancing group balanced during said period.
2. The difference between the gas quantities relevant for balancing injected and taken from the balancing group during each balancing period shall be accounted for by the balancing group network operator as compensation energy at the end of each balancing period. The balancing group network operator shall either receive or pay the charges provided for compensation energy in accordance with Article 27.
3. In addition to daily balancing in accordance with Sections 1 and 2 of this Article 25, an hourly incentive system in accordance with Article 29 in which gas flows at all physical and virtual entry and exit points shall be considered for each hour shall also apply.
4. Gas quantities relevant for balancing shall be determined from the following data:
 - a) Quantities nominated for the following points shall be considered for balancing:
 - entry and exit points at market area boundaries
 - entry and exit points at national border crossing points
 - entry points from domestic production facilities
 - virtual entry and exit points
 - entry points from and exit points to storage facilities

In the event that such points are controlled by the network operators on the basis of nominations by shippers, the rule "allocated as nominated" shall apply to such points. In the event that the points are controlled by the shippers themselves, the measured values shall be used for balancing.

b) In the case of exit points with recorded demand measurement, only the gas quantities actually measured ("actual quantities") shall be considered for balancing.

c) Standard load profiles shall be used for balancing with respect to all exit points for which network operators are obligated to develop and assign standard load profiles in accordance with Article 29, Gas Network Access Ordinance (GasNZV) ("SLP exit points"). In the case of SLP exit points, standard load profiles shall be used for balancing as follows:

- In the case of synthetic standard load profile procedures, the daily quantity of the load profile resulting from the forecast temperature on the preceding day shall be relevant for balancing.
- In the case of analytical load profile procedures, a time shift of 48 hours shall be applied: for day D, the exit quantity of the day preceding the preceding day (D-2) of the load profile resulting from the use of the actual temperature of the day preceding the preceding day (D-2) shall be applied.

For the purpose of balancing, the balancing group network operator shall be entitled and obligated to use its own standard load profiles in the event that the exit network operator has not made any standard load profiles available. The balancing group network operator shall notify the balancing group manager in advance of the use of its own standard load profiles.

5. Quantities of gas actually supplied for the purpose of providing control energy shall be deemed to have been delivered to or by the balancing group network operator, as the case may be and shall not be taken into account for daily balancing or for the hourly incentive system under Article 29.

▪ **Article 26 Duty to Provide Information**

1. During the course of each day, the balancing group network operator shall forward to the balancing group manager the aggregate quantity values determined and assigned to exit points with recorded demand measurement by the exit network operator so that the balancing group manager may take appropriate action to avoid or compensate for imbalances within the balancing group.

2. The balancing group network operator shall balance the quantities determined and provisionally allocated by the entry or exit network operator with the entry quantities provisionally allocated to the balancing group or sub-balancing account and shall promptly notify the balancing group manager of said balance. The same shall apply mutatis mutandis to quantities finally allocated. Finally allocated quantities shall also not be retroactively corrected for the gross calorific value.

▪ **Article 27 Determination, Balancing and Invoicing of Imbalances**

1. To determine the daily imbalances per balancing group, the daily entry quantities and the daily exit quantities shall be continually recorded in a gas account per balancing group to the extent that they are allocated to the balancing group. The exchange of imbalances between balancing groups following the end of the balancing period ("ex post balancing") shall not normally be permitted.

2. In the event that entry quantities exceed exit quantities ("negative compensation energy") the balancing group network operator shall pay to the balancing group manager a fee in the amount of the second-lowest reference sales price, multiplied by 0.9. In the event that exit quantities exceed entry quantities ("positive compensation energy") the balancing group manager shall pay to the balancing group network operator a fee in the amount of the second-highest reference purchase price, multiplied by 1.1. No tolerances shall be granted. The reference prices shall be determined in accordance with Section 3 of this Article 27. In the event that separate sales and purchase prices are not determined at one or more of the trading platforms mentioned in Section 3 of

this Article 27, the daily average price of the trading platform concerned shall be used both as a sales price and as a purchase price.

3. The reference prices for each gas business day shall be the prices in (euro) cents per kilowatt-hour on the following trading platforms:

- Title Transfer Facility in the Netherlands ("TTF")
 - the sales price and purchase price shall be the APX TTF-Hi DAM All-Day Index published at www.apxgroup.com,
- National Balancing Point in Great Britain ("NBP"):
 - the sales price and purchase price shall be the APX Gas UK OCM SAP price published at www.apxgroup.com,
- Zeebrugge Hub in Belgium ("Zeebrugge"):
 - the sales price and purchase price shall be the Zeebrugge DAM All-day Index published at www.apxgroup.com,
- E.ON Gastransport virtual trading point for group H gas ("EGT VP"):
 - the sales price and purchase price shall be the E.ON GT Settl. Price published for the gas business day at www.eex.com/Marktinformation/Erdgas, on the exchange day immediately preceding the gas business day.

The gas price for the calendar day on which the gas business day begins shall apply to the entire gas business day. The balancing group network operator shall convert the reference prices for each gas business day into gas prices in (euro) cents per kilowatt-hour. For the purpose of conversion, the pound sterling/euro exchange rate published on the European Central Bank website at "statistics/exchange rates/euro foreign exchange reference rates" and a factor of 29.3071 kWh/Therm shall be used.

In the event that up-to-date values are not available for all reference prices, the last published value of the reference prices concerned shall be used in each case.

Following prior agreement with the Federal Network Agency, the balancing group network operator shall be entitled to discontinue the use of reference prices from one or more of the trading platforms stated hereinabove on a temporary basis for the account of compensation energy prices in the event that the balancing group network operator determines, as a result of specific circumstances, that the price information obtained from such trading platform or platforms does not have sufficient relevance. Following prior agreement with the Federal Network Agency, the balancing group network operator shall also be entitled to consider reference prices from other liquid trading platforms. The same shall apply in the event that the balancing group network operators wish to use other published prices from the trading platforms stated hereinabove.

4. The balancing group network operator shall publish compensation energy prices on its website each day and at least for the past twelve months (initially, from 1 October 2008).

▪ **Article 28 Balancing of Balancing Group**

The balancing group manager shall ensure that within its balancing group the total gas quantity in kWh transferred to its balancing group is equal to the total gas quantity in kWh offtaken from its balancing group. The balancing group manager shall make all reasonable efforts to prevent predictable imbalances.

▪ **Article 29 Hourly Incentive System**

1. Within the hourly incentive system, the balancing group network operator shall draw up a balance for each hour within the gas business day of gas entry quantities to the balancing group relevant for balancing under Section 2, paragraphs (a) to (c) of this Article 29 and the relevant gas exit quantities from the balancing group. Entry and exit quantities at different points shall not be considered separately. In consideration of any hourly gas shortfall or surplus remaining after the balancing following the application of any tolerances granted ("hourly imbalances"), the balancing group manager shall pay to the balancing group network operator a structuring charge in euro per MWh. Hourly imbalances shall not be balanced.

2. The following case groups shall be considered for the hourly incentive system:

a) Points with special significance for network stability and the virtual trading point:

The hourly allocated value shall be relevant for the following points:

- entry and exit points at market area boundaries
- entry and exit points at national border crossing points
- entry points from domestic production facilities
- virtual entry and exit points
- entry points from and exit points to storage facilities
- exit quantities at exit points with recorded demand measurement to major customers:

- Exit quantities at exit points with recorded demand measurement and with an exit capacity booking or maximum offtake of more than 300 MWh/h shall normally be included in case group (a). Upon request by the shipper, the balancing group manager may notify the balancing group network operator that one or more such recorded exit points with recorded demand measurement within its balancing group shall not be included in case group (a). In any such case, the provisions stated hereinbelow for case group (b) shall apply to the exit points with recorded demand measurement concerned for the purpose of the hourly incentive system. Any such declaration by the balancing group manager shall be binding on the balancing group network operator except where the balancing group network operator promptly notifies the balancing group manager in writing that the allocation of such exit points to case group (b) would result in an unreasonable impairment of system stability. In each case, shippers shall only be entitled to exercise their option to include exit

points in case group (b) one month before the beginning of the levy period under Article 30 or in connection with a change of suppliers.

- Exit quantities at exit points with recorded demand measurement and with an exit capacity booking or maximum offtake of less than 300 MWh/h shall be included in case group (a), in the event that the balancing group manager, upon request by the shipper, explicitly notifies the balancing group network operator that such exit points are to be included in case group (a). In each case, shippers shall only be entitled to exercise their option to include exit points in case group (a) one month before the beginning of the levy period under Article 30 or in connection with a change of suppliers.

With respect to the major customers mentioned hereinabove, a tolerance of +/- 2% of the hourly flow rate measured at the point concerned shall be granted for hourly gas shortfalls or surpluses ("hourly imbalances"). This shall not apply to gas quantities subject to a substitute nomination procedure. With respect to all the other points in case group (a), the balancing group manager shall not be granted any tolerance for hourly imbalances.

b) Other exit points with recorded demand measurement

For other exit points with recorded demand measurement which are not major customers included in case group (a), a structuring charge shall be payable for values outside a tolerance of +/-15% of the hourly values determined by the following procedure: for said exit points, the hourly value to be considered shall be the hourly share of the actual daily offtake distributed evenly over the entire gas business day ("daily flat gas volume"), provided however that this shall not apply to gas quantities subject to a substitute nomination procedure.

c) Standard load profile exit points

For standard load profile exit points, the relevant value shall be the hourly share of the actual daily offtake distributed evenly over the entire gas

business day ("daily flat gas volume"). With reference to said quantities, the balancing group manager shall not receive any tolerance for the purpose of determining the hourly imbalance relevant for the structuring charge.

3. In the event that the hourly incentive system indicates a gas shortfall or surplus in any hour taking into consideration any tolerance granted under Section 2 a) or b) of this Article 29, the balancing group manager shall pay to the balancing group network operator a structuring charge in euro per MWh.

a) Constant structuring charges

The structuring charge shall be 15% of the average of the two compensation energy prices (positive and negative compensation energy) applied during the balancing period concerned to gas shortfalls or surpluses within balancing groups.

b) Variable structuring charges

In deviation from paragraph (a) hereinabove, the balancing group network operator may set different structuring charges for the various hours in a balancing period, always provided that such charges shall be set on a non-discriminatory basis and shall be between 5% and 25% of the average of the two compensation energy prices applied during the gas business day concerned.

The balancing group network operator may set a structuring charge of less than 15% for gas surpluses in a specific hour in the event that a gas surplus in such hour reduces the overall control energy demand of the market area and always provided that a structuring charge of more than 15% shall be set for gas shortfalls in the same hour. The same shall apply mutatis mutandis in the case of hours in which a gas shortfall may reduce the overall control energy demand of the market area. In the event that the balancing group network operator has recourse to this provision, the average of the structuring charges set for the various hours of a day shall correspond to 15% of the average of the two compensation energy prices applied during the balancing period concerned.

In the event that the balancing group network operator charges variable structuring charges, the balancing group network operator shall publish the structuring charges applicable to gas shortfalls and surpluses during the various hours of a gas day in machine-readable form on its website together with the reasons therefor. Such charges shall be published at least ten working days before the date on which they are to take effect. The balancing group network operator shall apply the variable structuring charges set for at least one month without change, starting from the date of the publication thereof on the Internet.

4. The provisions of Sections 1 to 3 of this Article 29 concerning structuring charges shall not affect daily balancing.

▪ **Article 30 Control and Compensation Energy Levy**

1. The expenses and revenues resulting from the purchasing of control energy, the revenue from structuring charges and the expenses and revenues resulting from the invoicing of compensation energy shall be allocated to the balancing group manager as follows ("control and compensation energy levy").

2. For the control and compensation energy levy, the balancing group network operator shall set up for each market area a levy account to which expenses and revenues for compensation and control energy shall be posted. Amongst others, the following items shall be posted to said account:

- revenues from positive compensation energy required to compensate for gas shortfalls
- expenses incurred for negative compensation energy required to compensate for gas surpluses
- revenues from structuring charges
- expenses and revenues resulting from the purchase or sale of external control energy

3. The status of the levy account shall be forecast for the invoicing period of said levy account (the "levy period"). If it is expected that the revenues to be posted will be lower than the expenses to be posted, the balancing group network operator shall charge a control energy levy in an amount published in advance, which shall remain unchanged for the duration of the levy period. The levy period shall in each case correspond to a gas business year, starting on 1 October 2008. In deviation from this provision, the duration of the levy period may be reduced to 6 months, provided however that a levy period shall always begin on 1 April or 1 October of a calendar year.

4. Deficits and surpluses on the levy account shall be taken into consideration in corrections to the next forecast and shall result in a corresponding increase or reduction in the levy.

5. The control and compensation energy levy shall be borne by the balancing group managers who supply standard load profile and recorded demand measurement exit points with a flat gas volume as defined in Article 29, Section 2 (b) hereinabove.

The control and compensation energy levy shall be charged in euro per offtaken MWh on the basis of the exit gas quantities relevant for balancing of the exit points concerned.

In the case of standard load profiles, the annual surplus and deficit invoiced shall not be taken into consideration for the calculation of the levy. The balancing group network operator shall be entitled to require the balancing group manager to make appropriate prepayments of the control and compensation energy levy.

6. In the event that the surplus in any levy period is in excess of the deficit forecast for the next levy period, the difference between the surplus and the predicted deficit shall be initially paid out at the beginning of the next levy period to the balancing group managers pro rata with their share in the control and compensation energy levy paid in the levy period concerned up to a maximum corresponding to such levy paid. Any surplus in excess of said levy paid shall be set off against the exit quantities of all balancing group managers which are relevant for balancing.

7. The balancing group network operator shall publish the following information in a form which is fit for electronic processing by standard software:

- Information on the scope and price of the control energy used, broken down in the case of external control energy into services for structuring during the course of the day and the purchase or sale of gas quantities. Such information shall, where possible, be published on the day following the use of control energy and at least for the preceding twelve months.

In addition, the balancing group network operator shall publish the share in external control energy used as a result of local or regional imbalances.

- Monthly information on the balance of the control and compensation energy levy account as of the end of the preceding month.

▪ Article 31 Miscellaneous Balancing Provisions

1. The price of compensation energy shall be calculated to 4 decimal places and rounded using commercial principles.

2. Article 29, Section 2 a) hereinabove shall apply mutatis mutandis to exit points with recorded demand measurement and an exit capacity booking or maximum offtake of precisely 300 MWh/h.

3. In the event that ex post balancing is to be permitted under the provisions of Article 27, Section 1, after receiving the provisional billing data the balancing group manager shall be entitled to offset the imbalance on its balancing group against the imbalance of another balancing group on the same date as an hourly load curve within a general deadline set by the balancing group network operator, always provided that the two balancing groups are located within the same market area.

4. The balancing of special biogas balancing groups shall be governed by special guidelines.

5. Mini-transmission between market areas shall be a special case of transmission between market areas and shall be subject to the provisions of Article 25, Section 4 a) mutatis mutandis.
6. In the event of the use of a substitute nomination procedure, Article 25, Section 4 a), Sentence 2 hereinabove shall apply.

▪ **Article 32 Supply of Control Energy**

1. Control energy shall be provided by transmission to or from the balancing group of the control energy supplier or by transmission to the market area at a physical entry or exit point.
2. In the event that control energy is supplied within a balancing group, control energy shall be ordered by the balancing group network operator using an ordering procedure defined by the balancing group network operator and the quantities of gas concerned shall be deemed to have been supplied to or offtaken from the balancing group of the control energy supplier, as the case may be. In the event that the balancing group is adjusted in accordance with the order, the supply of control energy shall not be subject to daily balancing or to the hourly incentive system.
3. In the event that control energy is supplied at a physical entry or exit point, control energy shall be ordered by the balancing group network operator and will not be relevant to the balancing group of the control energy supplier.
4. Tolerances shall not be used for the supply of control energy.

▪ **Article 33 Transfer of Gas Quantities between Balancing Groups**

1. The balancing group manager may transfer gas quantities from one balancing group to another balancing group within the market area at the virtual trading point via virtual entry and exit points. Transfer of gas quantities between balancing groups at the virtual trading point shall not require any transmission capacities.

2. The balancing group manager shall nominate to the balancing group network operator the gas quantities to be transferred at the virtual entry and exit points on an hourly basis in accordance with the provisions of the Operating Manual attached as Appendix NZB 2. Transferred gas quantities shall be allocated by a declaration based on nominated values or a substitute nomination procedure.

3. The balancing group manager shall be obligated to pay the respective fee published by the balancing group network operator for the transfer of gas quantities via the virtual entry or exit point. The use of virtual entry and exit points shall be subject to the conditions of use for virtual entry and exit points published on the website of the balancing group network operator.

▪ **Article 34 Balancing between Market Areas**

In the event that the balancing group network operator offers balancing between market areas, the balancing group manager shall be entitled to carry out balancing between market areas in accordance with the conditions published by the balancing group network operator.

• **Part 6: Transmission of Gas Between Balancing Groups of Different Market Areas in the Exit Network and Transmission Between Market Areas**

▪ **Article 35 Transmission of Gas Between Balancing Groups of Different Market Areas in the Exit Network**

1. In the event that ultimate consumers may be reached via several market areas in an exit network, the network operator in whose network the market areas overlap (hereinafter referred to as "network operator with mini-transmission between market areas") shall offer shippers and balancing group managers, to the extent that technical conditions permit and the network operator can reasonably be expected to permit such supply for economic reasons, the possibility of transferring gas quantities between the balancing groups of the various market areas (hereinafter referred to as "mini-transmission between market areas"). Such transfers may be made on an interruptible basis (within the internally ordered capacities on upstream networks) or a firm basis (within

additional capacities to be internally ordered on upstream networks). The firm capacity booked shall be available to the shipper only subject to the restrictions stated in Section 8 of this Article 35.

2. The shipper may agree utilization with the network operator with mini-transmission between market areas. For this purpose, the shipper shall notify the network operator with mini-transmission between market areas no later than the tenth working day before the beginning of the delivery month of its intention to use mini-transmission between market areas and shall name the balancing group manager(s) responsible. Transmission points may only be included in accordance with Article 21 and utilization shall be limited in accordance with Article 21, Section 4.
3. Entry and exit points shall be established by the network operator with mini-transmission between market areas. Mini-transmission between market areas shall be carried out by analogy with Article 22 by nomination of gas to be offtaken from the source balancing group and gas to be supplied to the destination balancing group. All such nominations shall be made by the balancing group manager concerned to the network operator with mini-transmission between market areas. Said network operator shall review such nominations and in the event that the transfer of gas quantities in accordance with such nominations is not possible, said network operator shall notify the balancing group manager of the adjustment of the nomination.
4. Exit network operators within a market area overlap shall notify the network operator with mini-transmission between market areas each month by the sixteenth working day of the month, of the percentage share of the maximum offtake or an equivalent capacity for each balancing group and sub-balancing account which said balancing group or sub-balancing account has available on an interruptible basis for internal ordering. The network operator with mini-transmission between market areas shall calculate from said data at least once per year for each balancing group with mini-transmission between market areas the maximum possible interruptible capacity for mini-transmission between market areas available for each market area and day and shall notify the balancing group manager of the results of such calculation upon request.

5. Nominations for mini-transmission between market areas may be made each day up to the maximum expected daily offtake of the balancing group or sub-balancing account receiving mini-transmission between market areas. If the maximum expected daily offtake of the balancing group or sub-balancing account receiving mini-transmission between market areas is higher than the maximum capacity for mini-transmission between market areas of the transferring balancing group or sub-balancing account in accordance with Section 4 of this Article 35, the nomination shall be limited to the maximum capacity for mini-transmission between market areas. This provision shall not affect the right of the network operator to adjust nominations which would not be technically feasible or would be commercially unreasonable to meet. In the event that it is necessary to adjust any nomination for any such reason, the network operator shall notify the balancing group manager of the relevant reasons upon request.
6. The gas quantities transferred between the balancing groups in the exit network shall be allocated by declaration on the basis of the nominated values, provided however that the value allocated shall not exceed the gas quantity actually offtaken to ultimate consumers to be supplied by the shipper in the market area in which gas was to be transferred to the balancing group.
7. In the event that gas quantities are transferred on the basis of firm capacity, the shipper shall, in consideration of the ordering of such firm capacity on upstream networks, pay to the exit network operator the fees charged to said network operator for such firm capacity by the operators of the upstream networks concerned.
8. In the event that the capacity internally ordered by the network operator with mini-transmission between market areas on upstream networks for the transfer of gas quantities on a firm basis in accordance with Section 1 of this Article 35 is required to supply gas to ultimate consumers in this market area (for example as a result of market area changes or new connections), the shipper shall, on request by said network operator, release the capacity booked under Section 2 of this Article 35 to the extent that such capacity is required for said purpose.

▪ **Article 36 Transmission between Market Areas**

1. Gas offtake from the network ("delivering network") of a market area-wide network operator and gas injected into the network ("receiving network") of an adjacent market area-wide network operator of another market area ("transmission between market areas") shall take place on the basis of the booking of entry and exit capacities at network interconnection points.
2. The market area-wide network operators offer transmission between market areas up to the market area where the gas is to be offtaken to ultimate consumers or storage facilities. For this purpose, an exit contract for the delivering network and an entry contract for the receiving network shall be concluded. The shipper may instruct the network operator of the delivering network to conclude on its behalf the entry and, if applicable exit contracts with the network operator of the receiving network and, if applicable, the network operators of other market areas bordering on the receiving network up to the market area where the gas is to be offtaken to ultimate consumers or storage facilities.
3. The market area-wide network operators shall, upon request by the balancing group manager, agree upon and offer an appropriate substitute nomination procedure for the nomination of entry and exit quantities. The substitute nomination values required for this purpose shall be made available to the market area-wide network operators by the balancing group manager. The network operators concerned shall cooperate to the extent required for this purpose.

• **Part 7: Flow Commitments, Integration of Storage Facilities**

▪ **Article 37 Flow Commitments**

1. The network operator may agree on entry flow commitments with the shipper in a separate agreement.
2. The agreement concerning entry flow commitments shall include at least the following items.

- term;
- maximum entry flow or flow referred to different times;

and

- minimum notice required between notification of intent to use the entry flow commitment and the injection of gas into the network.

Furthermore, agreements concerning entry flow commitments may contain provisions concerning the prerequisites for the utilization of the commitment.

3. The network operator may also agree with the shipper on other flow commitments at entry and exit points.

▪ **Article 38 Integration of Storage Facilities**

1. For the injection of gas into a storage facility, the shipper shall conclude a firm or interruptible exit contract with the operator of the network to which the storage facility is physically connected.
2. For the withdrawal of gas from a storage facility, the shipper shall conclude an entry contract with the operator of the network to which the storage facility is physically connected. The actual gas flow into the network shall not be higher than is actually admissible on the basis of the current load on the network. If the network to which gas is injected is located in several market areas, the gas flow into the network shall only be included in the balancing group of one of the market areas concerned to the extent corresponding with the actual network load of the exit points allocated to that market area. Gas quantities in excess of this restriction may be included in balancing groups of the other market areas provided that the requirements of the preceding sentence are met for such market areas. The entry network operator shall reject nominations by the balancing group manager which exceed the forecast load on the network and shall promptly notify the balancing group manager of such rejection.

- **Part 8: Technical Provisions**

- **Article 39 Reference Gross Calorific Value for Capacity Bookings in m³/h
Relevant Gross Calorific Value for Invoicing**

1. Conversion of capacities into units of energy shall be based on the reference gross calorific value (H_0) in kWh/m³ (V_n) specified for each entry or exit point in the entry and/or exit contract, provided that the shipper has booked these capacities in m³/h. The reference gross calorific value shall, in particular, be binding for calculating a capacity overrun subject to Section 4 of Article 46 and operational handling of the balancing group, e.g. for nominations and as part of balancing services.
2. The reference gross calorific value shall, where possible, be published on the Internet at www.ontras.com or communicated upon request.
3. To determine the gas quantities actually offtaken by the network operator at the entry point and made available at the exit point in entry-exit networks, a subsequently determined gross calorific value (relevant gross calorific value for invoicing) shall be used.
4. If the reference gross calorific value is not reached in an upstream network and results in the exit network operator not being able to fully meet its exit commitments resulting from the maximum offtake booked and if this is beyond the control of the exit network operator, the shipper and the exit network operator shall be released from their obligations in this respect.

- **Article 40 Metering at Entry and Exit Points**

1. Metering at entry and exit points shall be performed by the entry network operator or the exit network operator or a service provider authorised.
2. The network operator's rules on metering at entry or exit points as published at www.ontras.com shall form an integral part of the entry or exit contract.

▪ **Article 41 Technical Requirements**

1. The technical requirements published for the respective entry and exit points at www.ontras.com shall form an integral part of the entry and exit contract. Either party shall be entitled to demand that an impartial body checks compliance of the gas quality with the network operator's requirements pursuant to the first sentence of this Section 1. If the parties fail to reach agreement on an impartial body within one month of the demand being received by the other party, the checking shall be carried out by the Engler-Bunte-Institute of the University of Karlsruhe. If compliance is confirmed the cost of the checking shall be borne by the party demanding the checking. Otherwise the other party shall bear the cost.
2. The technical requirements for injection biogas are governed by Article 41 f, GasNZV (Gas Network Access Ordinance).
3. If a modification of the technical requirements is necessary because of legal or official stipulations, the network operator shall notify the shipper as early as possible under the prevailing circumstances of the said modifications. The network operator shall amend the contract affected by the respective modification with effect from the date on which the stipulations pursuant to the first sentence of this Section 3 become effective. If a modification of the technical requirements becomes necessary because of legal obligations of network operators to cooperate, the network operator shall be entitled to make such modification within a period of 4 months after notifying the shipper accordingly. If the modification results in use of capacities and/or maximum offtake of the shipper being impaired, the shipper shall be entitled to terminate the respective contract with effect from the date when the modification becomes effective subject to 3 months' advance notice. Where the network operator's notification in accordance with the first sentence of this Section 2 occurs less than 4 months before the modification is to take effect, the shipper shall be entitled to terminate the respective contract with effect from the date when the modification becomes effective without observing any notice period.
4. Notwithstanding the third sentence of Section 3 of this Article 41, the network operator shall be entitled to modify the gas quality or pressure specifications at the beginning of a gas business year subject to 3 years' advance notice without

the shipper's consent. Any modification of the gas quality or pressure specifications shall be confined to the entry and/or exit points affected. The contract affected by the modification shall be amended with effect from the date when the modification of the gas quality or pressure specifications becomes effective. If the network operator modifies the gas quality or pressure specifications in accordance with this Section, the shipper shall be entitled to terminate the contract for the relevant entry and/or exit points with effect from the date when the modification of the gas quality or pressure specifications becomes effective subject to one year's advance notice.

▪ **Article 42 Non-Compliance with Gas Quality or Pressure Specifications**

1. If the gas quantities injected by the shipper at the entry point do not comply with the technical requirements in respect of gas quality or pressure specifications in accordance with Section 1 of Article 41 (hereinafter referred to as "off-spec gas"), the entry network operator shall be entitled to refuse to accept part or all of the off-spec gas. In any such case, the shipper shall without undue delay adjust its nomination at this entry point accordingly and correspondingly reduce its further provision of off-spec gas at this entry point. All rights of the network operator as towards the shipper shall remain unaffected.
2. If the gas quantities made available by the exit network operator at the exit point do not comply with the technical requirements in respect of gas quality or pressure specifications in accordance with Section 1 of Article 41, the shipper shall be entitled to refuse to accept part or all of the off-spec gas. In any such case, the exit network operator shall without undue delay reduce the provision of off-spec gas at this exit point by the same amount. All rights of the shipper as towards the exit network operator shall remain unaffected.
3. In the event of reduction in accordance with the foregoing provisions, renominations shall be carried out without undue delay to avoid any imbalances.
4. Either party shall inform the other party without undue delay if it gains knowledge of off-spec gas being made available at an entry or exit point or of the likelihood of off-spec gas being made available.

- **Part 9: General Provisions**

- **Article 43 Secondary Trading**

1. Subject to Sections 2 and 3 of this Article 43, the shipper shall be entitled to sublet or assign acquired capacities to a third party. Article 14 of the Gas Network Access Ordinance (GasNZV) shall remain unaffected.
2. The shipper shall be entitled to sublet capacity booked under an entry and/or exit contract (with or without nomination) without the network operator's consent. In such case, the shipper shall remain liable to the network operator for the performance of its obligations under the entry and/or exit contract including, without limitation, the obligation to pay fees.
3. The shipper shall be entitled to assign the entry and/or exit contract wholly to a third party subject to the network operator's consent. Such consent shall not be withheld except for a cause which would also justify refusal to conclude an entry or exit contract for the first time with the third party concerned. Without limitation of the generality of the foregoing, failure by the third party concerned to demonstrate its creditworthiness in accordance with Article 50 or to provide the security required shall constitute cause for the network operator to withhold such consent. Such assignment shall not be effective as against the network operator until expiry of ten days after the granting of consent in accordance with the first sentence of this Section 3 or notification in accordance with the first sentence of Section 2 of Article 59.
4. The network operator shall provide a bulletin board and ensure that the capacity rights bookable with the network operator can be traded on a joint electronic trading platform. The first sentence of this Section 4 shall not apply to local distribution network operators (1st sentence of Article 8, Section 1 of the Gas Network Access Ordinance (GasNZV)).

▪ **Article 44 Interruption**

1. The network operator shall keep booked interruptible capacities available at an entry or exit point to the extent that and as long as this does not impair the use of booked firm capacities.
2. Where possible, the network operator shall give twelve hours' advance notice of any interruption. The network operator shall give the shipper at least two hours' advance notice of any such interruption, unless such advance notice is not possible for operational reasons. The network operator shall notify the shipper of the reasons for the interruption promptly after the interruption has occurred at the latest.
3. In the event of an interruption in accordance with Section 2 of this Article 44, the shipper shall without undue delay renominate accordingly the gas quantities at the entry and/or exit points affected by the interruption in order to avoid any imbalances. The deadlines for renomination by the shipper in accordance with the operating manual in Appendix NZB 2 to these Network Access Conditions shall not apply in such case in so far as and as long as it is technically and operationally possible.
4. Interruptible capacities at an entry or exit point shall be interrupted in the chronological order in which the respective binding requests were received, starting with the binding request last received.

▪ **Article 45 Conversion of Interruptible Capacity**

1. The network operator shall offer a shipper who has booked interruptible capacity at an entry or exit point the right to convert such capacity into firm capacity at such entry or exit point as soon as and in so far as firm capacity becomes available at such entry or exit point.
2. The network operator shall provide information on firm capacity available in accordance with Section 1 of this Article 45 at www.ontras.com and shall set a deadline for the submission of a binding request by the shipper for conversion of interruptible capacity into firm capacity. If more than one such conversion

request is received from shippers with respect to the same period and capacity, priority shall be given to the shipper whose binding request for the booking of interruptible capacity was received at the earliest date.

3. If the shipper converts capacity in accordance with Section 2 of this Article 45, the shipper shall pay the respective applicable fees published by the network operator for firm capacity at the entry or exit point at the time when the contract on capacity conversion is concluded.
4. Where firm capacity remains after performance of the allocation procedure in accordance with Section 2 of this Article 45, the network operator shall offer such firm capacity for the purpose of contract initiation in accordance with Part 2.

Please consider the referring article in the Amendment of the German Gas Network Access Ordinance as of 8.9.2010 in Part B Article 2a Annex GTC 3

▪ **Article 46 Capacity Overrun**

1. The shipper shall be entitled to use the capacity booked at the entry and/or exit point. The shipper shall not be entitled to any further use.
2. The nominated and/or allocated gas quantities shall be converted from kWh/h into m³/h(Vn) using the reference gross calorific value in accordance with Article 39 if the shipper has booked capacities in m³/h. Notwithstanding the first sentence of this Section 2, the network operator shall be entitled to interrupt the portion of booked capacity resulting from the reference gross calorific value not being reached at the entry or exit point. Such interruption shall be subordinate to any interruption of booked interruptible capacities.
3. If, contrary to the second sentence of Section 1 of this Article 46, the gas quantities made available or offtaken at an entry or exit point exceed 100 % of the capacity included in the balancing group for such entry or exit point, this shall be regarded as an hourly capacity overrun (allocated hourly gas quantity less contracted capacity). An hourly capacity overrun shall not lead to an increase in the capacity booked.

4. To the extent that and in so far as an hourly capacity overrun pursuant to Section 3 of this Article 46 is due to the fact that the actual gross calorific value is below the reference gross calorific value, an hourly capacity overrun at the respective entry and/or exit point shall not be deemed to have occurred as long as the shipper does not exceed the capacity included in the balancing group multiplied by the reference gross calorific value at the respective entry and/or exit point and the period within which such hourly capacity overruns arise does not last longer than 72 hours.
5. If the shipper exceeds the booked capacity at entry points or at capacity metered exit points, a penalty shall be due for such capacity overrun in accordance with the price list subject to Sections 3 and 4 of this Article 46. The provisions of Section 5 of this Article 46 shall not affect claims for any further loss sustained by the network operator through the overrun. Penalties already paid for a specific overrun shall be deducted from any such damages.

▪ **Article 47 Fees**

1. The shipper and the balancing group manager shall pay the network operator the fees (network access charges, compensation energy charges, control energy levy, structuring charges and charges for quantity shortfalls or surpluses) stipulated in the respective contract plus any concession fees and other charges and taxes in each case and, until the introduction of the target model under Article 20 b GasNEV (Gas Network Rate Ordinance), the biogas costs to be distributed within the market area.
2. Where the level of fees in accordance with Section 1 of this Article 47 changes due to decisions under law and/or by authorities and/or by courts, the fees adjusted according to those decisions shall form an integral part of the respective contract when the respective decision becomes effective. An approved maximum price in accordance with Article 23a, Section 2 of the Energy Industry Act (EnWG) or a fee fixed as part of incentive regulation shall also be regarded as an adjusted fee for the purposes of this Section 2. The network operator shall notify the shipper in good time of said fee.

If the fee contains fees for the use of upstream networks, this Section 2 shall apply accordingly. The level of fees pursuant to Section 1 of this Article 47 shall also be adjusted if an upstream network operator setting fees in accordance with Article 3, Section 2 of the Gas Network Rates Ordinance (GasNEV) permissibly adjusts its network fees. The network operator shall inform the shipper in good time.

In the event of adjusted network fees, the shipper shall be entitled to terminate the contract at the end of a month subject to two weeks' advance written notice as from the effective date of the adjustment.

▪ **Article 48 Invoicing and Payment**

1. Subject to Articles 27 and 30, invoicing and any payments on account shall be determined by the fees and terms of payment of the respective network operator published at www.ontras.com. The process of network utilization invoicing in accordance with GeLi Gas shall not be affected.
2. Except in the case of evident errors, the amount invoiced shall be paid without any deductions.
3. If a payment deadline is not met, the party affected shall be entitled to demand interest notwithstanding any further claims. Interest shall be calculated on the basis of an annual rate of 8 percentage points plus basic interest rate (in accordance with Article 247 of the German Civil Code (BGB)) in an amount published by Deutsche Bundesbank on the first banking day of the invoice month.
4. Objections to invoices shall be submitted without undue delay but no later than 2 weeks after receipt of the invoice concerned. Objections to measurement results or errors that cannot reasonably be recognised by the shipper and/or balancing group manager may also be submitted without undue delay after expiry of the aforementioned two-week period once the objecting party gains knowledge of the reason for the objection or no later than the end of the next gas business year.

5. Claims shall not be set off against claims of the network operator under the contract unless such claims are not disputed by the network operator or an enforceable judgement has been rendered in respect of such claims. In the event of an evident computational error, the sum stated in the invoice may be corrected accordingly and a written declaration of the correction made shall be submitted.

▪ **Article 49 Taxes**

1. If gas is delivered by the network operator under the respective contract to a shipper who is not a supplier as defined in Article 38, Section 3, Energy Tax Act (EnergieStG), the shipper shall pay the charges for such gas plus the energy tax due thereon in the amount provided for by law.

Without limitation, a delivery of gas for this purpose will always be deemed to have taken place if the network operator supplies gas quantities to the shipper at the exit point in addition to the quantities supplied to the network operator for shipment. If gas is delivered to a shipper who is a supplier as defined in Article 38, Section 3, Energy Tax Act (EnergieStG), the shipper shall be obligated to submit to the network operator suitable documents confirming that it meets the requirements for the application of Article 38, Section 3, Energy Tax Act (EnergieStG). Without limitation, such suitable documents may take the form of an up-to-date registration confirmation under Article 78, Section 4, Energy Tax Act (EnergieStG) issued by the competent customs authority and confirming that the shipper is entitled to purchase gas without paying energy tax. Documents confirming that it meets the requirements for the application of Article 38, Section 3, Energy Tax Act (EnergieStG) shall be submitted to the network operator no later than one week prior to the delivery of the gas concerned. Should the shipper not submit documents confirming that it meets the requirements for the application of Article 38, Section 3, Energy Tax Act (EnergieStG) to the network operator in good time, the network operator shall be entitled to charge the shipper the fees for the delivery of the gas plus energy tax thereon at the rate provided for by law. The shipper shall be obligated to notify the network operator promptly in writing in the event that the shipper is not or ceases to be a supplier as defined in Article 38, Section 3, Energy Tax Act (EnergieStG). Should the shipper fail to comply with this obligation or not comply

with this obligation in good time, the shipper shall reimburse to the network operator any energy tax paid by the network operator as a result of such failure.

2. If taxes or other public levies on fees under the respective contract, including but not limited to taxes or other public levies on services forming the basis of those fees, are introduced, abolished or amended, the network operator shall incorporate a corresponding increase or reduction of the fees in the respective contract with effect from the date on which the introduction, abolition or amendment of taxes or other public levies becomes effective. This shall apply accordingly to the introduction or abolition or amendment of other fees due to or under national or European legislation, administrative acts or other directives by public authorities.
3. All fees under the respective contract shall be stated exclusive of any taxes due. The shipper and/or balancing group manager shall pay such taxes in addition to the fees stated.
4. The fees under the respective contract and this Article 49 as well as any surcharges shall form the fee for the purposes of the Value Added Tax Act (Umsatzsteuergesetz) and shall be exclusive of value-added tax (VAT). In addition to the fee stated, the shipper and/or balancing group manager shall pay VAT at the ruling rate to the network operator.
5. The provisions of the respective contract and this Article 49 shall not cover general taxes on the profits of the network operator (corporation tax and trade tax), which shall be paid by the network operator.

▪ **Article 50 Creditworthiness Assessment and Security**

1. The shipper may be subject to an individual creditworthiness assessment by the network operator at any time in respect of the payable fees as well as taxes and other public levies, including but not limited to natural gas tax, under the respective contract. The shipper shall be entitled to have its creditworthiness assessed even if the conclusion of a concrete contract is not yet intended. In the course of such creditworthiness assessment, the network operator shall consider all publicly available information, including but not limited to

commercial information. Upon request, the shipper shall submit to the network operator further information needed for the creditworthiness assessment. The shipper shall inform the network operator without undue delay of any change considerably influencing the assessment of its creditworthiness, including but not limited to the termination of any profit and loss transfer agreement in accordance with Article 291 of the Commercial Code (HGB). If the shipper is a natural person, it shall grant the network operator permission to obtain a SCHUFA report and shall transmit proof of income for the last 3 months.

2. Where the shipper has demonstrated adequate creditworthiness by a creditworthiness assessment pursuant to Section 1 of this Article 50, the shipper shall not be required to lodge a security deposit with the network operator. The network operator shall be subsequently entitled to repeat the creditworthiness assessment annually and in cases where the network operator anticipates a deterioration in the creditworthiness of the shipper. Upon request by the network operator, the shipper shall submit updated versions of the documents presented for the last creditworthiness assessment; Section 3 of this Article 50 shall apply accordingly.
3. Where the shipper has not demonstrated adequate creditworthiness in a creditworthiness assessment in accordance with Section 1 of this Article 50, where no creditworthiness assessment has been carried out or where an ongoing creditworthiness assessment has not yet been concluded with positive results, the shipper shall lodge an appropriate security deposit with the network operator without undue delay after conclusion of the respective contract.
4. Where the creditworthiness assessment is not completed until a security deposit has been lodged and such assessment has shown that the shipper is required to lodge a smaller security deposit or no security deposit at all, the network operator shall return the security deposit accordingly.
5. Once the respective contract has been fully performed, the network operator shall return the security deposit to the shipper.

6. The network operator shall be entitled to terminate the respective contract with immediate effect in accordance with Article 55 if the shipper does not lodge the security deposit in good time or in the necessary quality and amount.
7. Where a shipper has lodged a security deposit and then assigns its booked capacity and/or maximum offtake to a third party through secondary trading pursuant to Article 43, the network operator shall return to that shipper the security deposit lodged by that shipper.
8. The network operator shall be entitled to have the creditworthiness assessment carried out by a qualified third party.

▪ **Article 51 Indemnity Insurance**

1. Prior to conclusion of a contract, the shipper shall submit proof to the network operator of the existence of insurance which adequately covers the risk to be borne by the shipper under the respective contract. Said insurance shall provide adequate sums insured for personal injury, damage to property and financial loss or damage. If the insurance policy expires during the term of the contract for whatever reason, the shipper shall without undue delay inform the network operator in writing. Where the shipper fails within 1 (one) month of expiry of the insurance policy to submit proof of the existence of a follow-up insurance policy, the network operator shall be entitled to terminate the contract in accordance with Article 55. The shipper shall without undue delay inform the network operator in writing in all events of any change to its insurance policy.
2. The insurance policy shall as a rule be deemed adequate for the purpose of the first sentence of Section 1 if it adequately covers the risk to be borne by the shipper under the respective contract for the entire duration of the contract. The insured loss shall be governed by the generally accepted standard terms and conditions for third-party liability insurance of insurers approved by the Federal Financial Services Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht).

▪ **Article 52 Maintenance**

1. The network operator shall be entitled to carry out maintenance (upkeep, inspection and repair) of its network as well as measures to expand or modify existing facilities or to build new facilities. Where the network operator is unable to meet its obligations under the contract because of the aforementioned measures, the network operator shall be released from its obligations. The shipper shall be obligated to support the network operator, without limitation by adapting its network use in the case of maintenance work planned by the network operator.
2. The network operator shall give the shipper advance notice of measures pursuant to Section 1 of this Article 52 in good time and in an appropriate form. The network operator shall not be obligated to give such advance notice if circumstances do not permit such advance notice for reasons for which the network operator is not responsible or the remedial action necessary to eliminate any interruption of service would be delayed by such advance notice. In any such case, the network operator shall notify the shipper subsequently of the reason for the interruption of service.
3. If measures pursuant to Section 1 of this Article 52 not constituting measures as defined in Article 16, Sections 2 and 3 of the Energy Industry Act (EnWG) reduce the agreed capacity and/or maximum offtake and/or the gas flow at the respective entry and/or exit point concerned for a period of more than 14 days per contract year, the shipper shall be released from its payment obligations in accordance with the duration and extent of the reduction going beyond 14 calendar days. If the contract has a duration of less than one year, the period of 14 days shall be reduced pro rata temporis. In addition, the shipper shall be released from its contractual obligations.
4. The network operator shall also be released from its obligation under Section 1 of this Article 52 where other network operators carry out measures pursuant to Section 1 in the market area and the network operator is unable because of these measures to meet wholly or partly its obligations under the respective contract.

▪ **Article 53 Force Majeure**

1. If a party is unable to perform its obligations because of force majeure pursuant to Section 2 of this Article 53, said party shall be released from its obligations. The other party shall be released from its corresponding obligations to the extent and as long as said first party is prevented from performing its obligations because of force majeure. The preceding sentence shall not apply to the shipper's obligation to pay the annual demand charge or the monthly basic charge.
2. For the purposes of these Network Access Conditions, "force majeure" shall be deemed any unforeseeable external circumstance which the party affected could not have been expected to prevent or could not have prevented in good time by applying reasonable care and measures which it would have been technically feasible and commercially viable to take. Without limitation, force majeure shall include natural disasters, terrorist attacks, power failure, failure of telecommunications connections, strikes and lock-outs, provided that the lock-outs are lawful, and legal provisions or measures by governments, courts or authorities, irrespective of whether such measures are lawful.
3. The party affected by force majeure shall without undue delay inform the other party thereof, stating the reasons for and likely duration of the disruption that has occurred. In any such case, the party affected shall take all technically feasible and economically viable steps to resume the performance of its obligations as soon as possible.

▪ **Article 54 Liability**

1. The parties shall be liable to each other for loss or damage in the form of death, personal injury or damage to health, unless such loss or damage was not caused by wilful act or omission or negligence of the party itself or its statutory representatives, servants, agents and employees.
2. In the event of a breach of material contractual obligations, the parties shall be liable to each other for damage to property and financial loss, unless such damage or loss was not caused by wilful act or omission or gross negligence of

the party itself or its statutory representatives, servants, agents and employees. The liability of the parties in the case of damage to property and financial loss caused by slight negligence shall be limited to such typical loss or damage as could reasonably have been foreseen in connection with the contract concerned. Typically, in the case of business of this nature the amount of loss or damage can be expected to reach euro 2.5 million in the case of damage to property and euro 1.0 million in the case of financial loss.

3. The parties shall be liable to each other for damage to property and financial loss arising in connection with the breach of non-material contractual obligations unless such loss or damage was not caused by wilful act or omission or gross negligence of the party itself or its statutory representatives, servants, agents and employees.

In the case of damage to property or financial loss caused by gross negligence, the liability of the parties and their statutory representatives or senior servants, agents or employees shall be limited to such typical loss or damage as could reasonably have been foreseen in connection with the contract concerned. The liability of the parties for their ordinary servants, agents and employees shall be limited to euro 1.5 million in the case of damage to property caused by gross negligence and euro 0.5 million in the case of financial loss caused by gross negligence.

4. Notwithstanding the provisions of Sections 2 and 3 of this Article 54, the network operator shall be liable for any loss or damage suffered by the shipper due to a disruption or other irregularity when offtaking gas or making gas available, provided however that the liability of the network operator under contract and in tort shall be limited to damage to property caused by wilful act or omission or negligence and to financial loss caused by the wilful act or omission or gross negligence of the network operator, its statutory representatives, servants, agents and employees. In any such case, there shall be a rebuttable presumption of wilful act or omission or negligence in the case of damage to property and of wilful act or omission or gross negligence in the case of financial loss.
5. In the case of damage to property caused by slight negligence in accordance with Section 4 of this Article 54, the liability of the network operator shall be

limited to euro 5,000 per incident and ultimate consumer supplied by the shipper.

In the case of financial loss caused by gross negligence in accordance with Section 4 of this Article 54, the liability of the network operator shall be limited to euro 5,000 per event and ultimate consumer supplied by the shipper.

The liability of the network operator for damage to property not caused by wilful act or omission shall be limited, per event, to the maximum amounts stated below and the liability of the network operator in aggregate for financial loss not caused by wilful act or omission shall be limited to 20 % (twenty per cent) of the amounts stated below:

- a) euro 2.5 million in the case of a network with up to 25,000 connection users;
- b) euro 10 million in the case of a network with up to 100,000 connection users;
- c) euro 20 million in the case of a network with up to 200,000 connection users;
- d) euro 30 million in the case of a network with up to 1,000,000 connection users;
- e) euro 40 million in the case of a network with more than 1,000,000 connection users;

For the purpose of this provision, any ultimate consumer using a connection to the low-, medium- or high-pressure network for the offtake of gas under contract shall be deemed to be a "connection user".

6. The preceding provisions shall also apply to claims of the shipper in tort against a third party network operator as defined in Article 3, Section 2, Energy Industry Act (EnWG). The liability per event shall be limited to three times the limits stated in Section 5 a) to e) of this Article 54 for damage to property, depending on the connection users of the third party network operator connected to the network. If the third party network operator has no connection users connected to the network, the liability for damage to property shall be limited to euro 200 million per event. Liability for financial loss caused by gross negligence shall be limited in aggregate to 20 % (twenty per cent) of the three times of the respective maximum limit stated in Section 5 a) to e) of this Article 54 or to euro 200 million if none of said limits are applicable.

7. If the total claims for damages in connection with one event exceed the respective maximum amount, the individual claims shall be reduced pro rata so that the total figure for the claims does not exceed the respective maximum amount.
8. The network operator shall not be liable for financial loss caused by measures under Article 16, Section 2, of the Energy Industry Act (EnWG). Without limitation, measures under Article 16, Section 2 of the Energy Industry Act (EnWG) include measures taken to ensure gas supplies to domestic customers under Article 53 a of the Energy Industry Act (EnWG).
9. Liability of the parties under peremptory provisions of the Third Party Liability Act (Haftpflichtgesetz) and other legal provisions shall remain unaffected.
10. Sections 1 to 9 of this Article 54 shall also apply in favour of statutory representatives, servants, agents and employees of the network operator.

▪ **Article 55 Suspension of Obligations and Termination**

1. The network operator shall be entitled to suspend or modify contractual obligations in accordance with Articles 16 and 16a of the Energy Industry Act (EnWG).
2. If the contract is not concluded for a specific period, it shall be permissible to terminate the contract at the end of a calendar month subject to 3 months' advance written notice.
3. Notwithstanding Sections 1 and 2 of this Article 55, either party shall be entitled to suspend its respective contractual obligations in the event of a material breach of the contract by the other party, including but not limited to non-fulfilment of payment obligations by the shipper or balancing group manager or non-fulfilment of obligations to render services by the network operator, if the other party fails to remedy such breach within 2 weeks after receiving written notification. If such breaches recur after notification by the other party, the other party shall be entitled to terminate the respective contract with immediate effect.

4. Either party shall be entitled to terminate the respective contract with immediate effect if
 - a) the other party has applied for the opening of insolvency proceedings against itself;
 - b) measures under Article 21 of the Insolvency Regulation (Insolvenzordnung) are ordered against the other party;
 - c) insolvency proceedings were opened against the other party or an application for the opening of such proceedings was rejected because of insufficient funds.
5. In the event of suspension of contractual obligations, the parties shall resume their respective obligations without undue delay as soon as the reasons for such suspension cease to exist.

▪ **Article 56 Data Transmission and Processing**

The network operator shall be entitled to transmit consumption, billing and contractual data to network operators in so far as and as long as necessary for proper performance of the respective contract. The shipper hereby declares its acceptance of automated data processing by the network operator or by a company commissioned by the network operator in accordance with the provisions of data protection laws.

▪ **Article 57 Changes in Circumstances**

1. If unforeseeable circumstances occur during the term of a contract which have considerable economic, technical or legal effects on the contract but which were not provided for in the contract or in these Network Access Conditions or were not considered when the contract was concluded, and if it would consequently be unreasonable for a party to fulfil a particular contractual provision, the party affected shall be entitled to require from the other party a corresponding amendment of the contractual provisions that takes account of the changed

circumstances as well as all economic, technical and legal consequences for the other party.

2. The party citing the circumstances described in Section 1 of this Article 57 shall specify and prove the necessary facts.
3. Entitlement to amendment of the contractual provisions shall exist from the date on which the demanding party first requests amendments to the contractual provisions because of the changed circumstances, unless the demanding party could not be reasonably expected to make such request at an earlier time.

▪ **Article 58 Confidentiality**

1. Subject to the provisions of Section 2 of this Article 58 and Article 56, the parties shall treat confidentially the content of a contract and all information which they obtain in connection with said contract (hereinafter referred to as "confidential information") and shall not disclose such confidential information or make it accessible to third parties without the prior written consent of the party affected. The parties undertake to use the confidential information obtained exclusively for the purpose of performing the contract concerned.
2. Either party shall be entitled to disclose without the written consent of the other party any confidential information obtained from the other party
 - a) to an affiliated company, provided that such company assumes the same confidentiality obligation;
 - b) to its representatives, consultants, banks and insurers if and to the extent that disclosure is needed for proper performance of the contractual obligations and such persons or companies have undertaken to treat such information confidentially prior to the receipt thereof or are under a professional secrecy obligation in respect of such information; or
 - c) to the extent that the confidential information

- was legitimately known to the party receiving the information at the time it was obtained from the other party;
 - was already in the public domain or becomes publicly available other than through an act or omission of the receiving party; or
 - has to be disclosed by a party due to a statutory provision or a court or official order or a request of the regulatory authorities; in any such case, the disclosing party shall inform the other party thereof without undue delay.
3. The confidentiality obligations shall remain in force for a period of 4 years after the expiry or termination of the contract concerned.
4. Article 9 of the Energy Industry Act (EnWG) shall remain unaffected.

▪ **Article 59 Assignment**

1. Subject to Article 43, contractual rights and/or obligations shall not be wholly or partly assigned to any third party without the prior consent of the other party. Such consent shall not be unreasonably withheld.
2. Assignment pursuant to Section 1 of this Article 59 to an affiliated company as defined in Article 15 of the Joint Stock Corporation Act (Aktiengesetz) shall not require prior consent by the other party but merely written notification to the other party. An "affiliated company" shall also be a company that directly or indirectly holds at least 50 % of the shares or voting rights of the assignor or assignee company.

▪ **Article 60 Amendments to these Network Access Conditions**

1. The network operator shall be entitled to amend these Network Access Conditions at any time. Subject to Section 2 of this Article 60, such amendments shall apply to all contracts concluded after these Network Access Conditions are amended. Modifications in accordance with Sections 2 and 3 of Article 41 shall remain unaffected.

2. The shipper or balancing group manager shall be entitled but not obligated within 30 (thirty) working days of the effective date of the amended Network Access Conditions to accept the amended Network Access Conditions in their entirety for all its existing contracts by means of a corresponding written declaration to the network operator. In such declaration, the shipper or balancing group manager shall state the date from which the amended Network Access Conditions are to apply to its contracts (hereinafter referred to as "option date"). The option date shall be the first day of a month and shall not be later than 3 months after the effective date of the amended Network Access Conditions, but not before the effective date. The amended Network Access Conditions and the price list published by the network operator on the effective date shall apply from the option date to all existing contracts of the shipper or balancing group manager.

3. Notwithstanding Section 1, second sentence, and Section 2 of this Article 60, the balancing network operator shall be entitled to amend the operating manual in Appendix NZB 2 to these Network Access Conditions subject to 3 months' advance notice in order to maintain operational integrity of gas transmission networks in the market area and/or comply with generally accepted rules of technology or stipulations by national or international authorities.

4. Notwithstanding Section 1, second sentence, and Section 2 of this Article 60, the network operator shall be entitled to amend these Network Access Conditions and the price list with immediate effect for all existing contracts of the shipper or balancing group manager if an amendment is necessary to comply with relevant laws or regulations and/or legally binding stipulations by national or international courts and authorities, including but not limited to stipulations by the Federal Network Agency (Bundesnetzagentur), and/or generally accepted rules of technology. In any such case, the network operator shall inform the shipper or balancing group manager without undue delay. If the amendment results in material economic disadvantages for the shipper or balancing group manager under its contract, the shipper or balancing group manager shall be entitled to terminate its contract at the end of the month following the effective date, subject to 15 working days' advance notice. In any such case, the other party shall not be entitled to claim compensation. Section 2 of Article 46 shall

remain unaffected. This provision shall apply mutatis mutandis to amendments required as a result of further mergers of market areas.

5. Notwithstanding Section 1, second sentence, and Section 2 of this Article 60, the network operator shall be entitled to amend evident typing errors and/or computational errors in these Network Access Conditions.

▪ **Article 61 Severability**

1. If any of the provisions of this Agreement or its Appendices are or become invalid or unenforceable, the other provisions of the Agreement and its Appendices shall remain in full force and effect.
2. The parties undertake to replace the invalid or unenforceable provisions in an appropriate procedure by other provisions having as far as possible the same economic results. The foregoing provision shall also apply to any gaps in this Agreement or its Appendices.

▪ **Article 62 Written Form**

Any amendment to or termination of a contract shall not be valid unless made in writing. Any waiver of this written form requirement shall likewise not be valid unless made in writing.

▪ **Article 63 Arbitration and Applicable Law**

1. Any disputes arising out of a contract shall be exclusively and finally settled by a court of arbitration.
2. The court of arbitration shall be made up of 3 arbitrators, one of whom shall act as chairman of the court of arbitration. The chairman shall be fully trained and qualified to be a judge. The court of arbitration shall be formed by the party instituting arbitration proceedings describing the matter in dispute, appointing an arbitrator and calling upon the other party to appoint a second arbitrator, and the two named arbitrators then selecting the chairman. If either party fails to appoint an arbitrator within a period of 4 weeks, the party that instituted the

arbitration proceedings shall be entitled to request the president of the competent court to propose a second arbitrator. The proposal shall be binding on the parties. If the arbitrators have not selected the chairmen within a period of 4 weeks, either party shall be entitled to request the president of the competent court to propose a chairman. The proposal shall be binding on the parties.

3. The venue for any arbitration proceedings shall be Leipzig. The competent court of jurisdiction pursuant to Article 1062 of the German Code of Civil Procedure (Zivilprozessordnung) shall be Dresden Higher Regional Court. In all other respects, Articles 1025 to 1065 of the German Code of Civil Procedure shall apply to the arbitration proceedings.
4. Article 31 of the Energy Industry Act (EnWG) shall not be affected.
5. Contracts concluded on the basis of these Network Access Conditions as well as these Network Access Conditions and their interpretation shall be governed by German law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

Appendix NZB 1: Definitions

Definitions

The terms used in this Appendix shall have the meanings hereinafter assigned to each of them. Terms used in the singular shall also include the plural, except where expressly otherwise stated or where the context otherwise requires. Terms not defined herein shall have the meanings indicated by the Energy Industry Act (EnWG) of 7 July 2005 and the Gas Network Access Ordinance (GasNZV) of 25 July 2005 in the version from time to time in force.

1. Balancing group network operator

A market-area-wide network operator or a third party with whom a balancing group can be formed and with whom a balancing group contract is concluded.

2. Balancing group number

A unique number assigned by the balancing group network operator to a balancing group manager for a balancing group and used for identification in connection with the nomination or renomination of gas quantities.

3. Balancing period

The balancing period for all gas quantities with the exception of biogas quantities in a biogas balancing group shall be the gas business day.

4. Capacity

Maximum hourly flow rate at an entry or exit point within a certain period expressed in accordance with the network operator's stipulations in m³/h (Vn) or kWh/h.

5. Compensation energy

Accounting value corresponding to the difference between the entry and exit quantities of each balancing group in the market area determined at the end of the balancing period (ex post).

6. Connection user

Any ultimate consumer using a connection to the low-, medium- or high-pressure network for the offtake of gas under contract or in accordance with a connection relationship under Article 3 of the Ordinance Concerning General Conditions for Network Connection and the Use Thereof for Low-pressure Gas Supplies (NDAV) of 1 November 2006.

7. Contract

Overall term for entry contracts, exit contracts and balancing group contracts.

8. Control energy

Energy for the control of networks in the market area including the compensation of all imbalances on all balancing groups.

9. Day D

Day D is the delivery day.

10. Design temperature

Temperature determined for the relevant climate zone in accordance with DIN EN 12831, Supplement 1, Table 1a.

11. Entry network operator

Network operator with whom the shipper concludes an entry contract.

12. Entry point

A point within a market area at which gas can be made available to a network operator in its network, including but not limited to making gas available at import points, indigenous sources and production facilities, storage facilities or blending and conversion plants.

13. Exit network operator

Network operator with whom the shipper concludes an exit contract.

14. Exit point

A point within a market area at which gas can be offtaken from a network of a network operator by a shipper for supply to ultimate consumers or market area boundaries or for injection to storage. If the exit network operator is a local distribution network operator, the exit point corresponds to the metering point.

15. External control energy

Services for the control of networks which are not internal control energy as defined in definition 21 below, including without limitation:

- the purchase of gas to compensate for gas shortfalls and/or
- the sale of gas to compensate for gas surpluses.

16. Firm capacity

Capacity that can be booked by the shipper on a firm basis in accordance with Article 5 of Appendix 3.

17. Flow commitment

Agreement between the shipper and the network operator concerning a certain gas flow at an entry or exit point. Flow commitments especially include entry commitments.

18. Gas business day

The period from 6.00 hours on one calendar day to 6.00 hours on the following calendar day.

19. Gas business year

The period from 6.00 hours on 1 October in any calendar year to 6.00 hours on 1 October in the following calendar year.

20. GeLi Gas

Geschäftsprozesse Lieferantenwechsel Gas (Business Processes for Gas Supplier Changes).

21. Internal control energy

Services for the control of networks which, with a view to reducing the requirements for external control energy, are supplied by network operators from:

- their own networks;
- neighbouring networks within the market area; or
- neighbouring networks outside the market area.

22. Interruptible capacity

Capacity that can be booked by a shipper on an interruptible basis in accordance with Article 5 of the Network Access Conditions. Use of interruptible capacity may be interrupted by the network operator in accordance with Article 44 of the Network Access Conditions.

23. Line pack

Possibility of storing gas by compression in transmission and distribution systems.

24. Major customers with daily flat gas volume

Offtake points with recorded demand measurement and a total exit capacity booking or maximum offtake of less than 300 MWh/h, provided that the balancing group manager has not declared to the balancing group network operator that the offtake is to be included in the case group of major customers without daily flat gas volume.

25. Major customers without daily flat gas volume

Offtake points with recorded demand measurement and a total exit capacity booking or maximum offtake of 300 MWh/h or more, provided that the balancing group manager has not declared to the balancing group network operator that the offtake is to be included in the case group of major customers with daily flat gas volume and the balancing group network operator has not objected to such inclusion.

26. Market area

A combination of (sub)networks. www.gasnetzkarte.de shows which (sub)networks belong to which market areas.

27. Market area-wide network

(Sub)network(s) of the market area-wide network operator(s).

28. Market area-wide network operator

The network operator(s) of a market area that is/are, in connection with the identification of the market area, named as market area-wide network operator(s) or a third party designed by such network operator(s) to whom the rights and obligations of such network operators are assigned in whole or in part.

29. Maximum offtake

Maximum possible demand, at design conditions, at an entry or exit point of a local distribution network.

30. Mini-transmission between market areas

The transmission of gas quantities of a shipper between balancing groups of different market areas in the exit network.

31. Network account

A network account is used to record on a daily basis all gas quantities entering a network with the allocated exit quantities to ultimate consumers and gas quantities transferred to downstream networks, storage facilities and neighbouring market areas from the network.

32. Network operator

Overall term for entry network operators, exit network operators and balancing group network operators.

33. Nomination

Notification of gas quantities to be transported within certain periods in accordance with Article 22 of the Network Access Conditions and the Operating Manual, Appendix NZB 2 to the Network Access Conditions.

34. Remaining load curve

The remaining load curve is the daily difference between the gas quantity entering the network, the total load curves of all customers with recorded demand measurement and quantities transmitted to downstream networks storage facilities and neighbouring market areas.

35. Renomination

Subsequent amendment of a nomination.

36. Sub-balancing account

An account in a balancing group used for the allocation of entry and exit quantities to shippers.

37. Technical requirements

Technical parameters needed for booking and gas transmission including but not limited to pressure, gas quality, metering, and allocation.

38. Virtual entry point

An entry point of a balancing group which cannot be booked and via which gas is transferred from another balancing group.

39. Virtual exit point

An exit point of a balancing group which cannot be booked and via which gas is transferred to another balancing group.

40. Virtual trading point

A virtual point at which gas can be traded after entry and before exit within the market area. The virtual trading point is not allocated to any physical entry or exit point and enables gas buyers and sellers to buy and sell gas without booking any capacity.

41. Working days

In deviation from the definition in Article 2, Section 15, GasNZV (Gas Network Access Ordinance), for the purpose of deadlines in the Conditions, working days shall include all days which are not Saturdays, Sundays or public holidays in Germany. For the purpose of this provision, any day which is a public holiday in any of the German states shall be deemed to be a public holiday in Germany and 24 and 31 December shall also be deemed to be public holidays.

Appendix NZB 2: Operating Manual

▪ Article 1 General

To ensure proper handling of transmission, each network operator within the transmission chain shall receive information on the quantities to be transported.

Data shall be exchanged uniformly in energy units [kWh/h] in machine-readable form.

To exchange data (e.g. process data, billing data, transmission route, transmission system etc.), standardisation of message formats is needed.

Unless stated otherwise below, the provisions of DVGW Code of Practice G2000 as amended concerning handling procedures between the shipper and the network operator shall apply. The current version of DVGW Code of Practice G2000 is available for downloading in the download area at www.ontras.com.

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▪ Article 2 Nomination

Nominations include notifications of the quantity to be transported within certain periods for certain points and shall basically be needed for:

- Entry points (including biogas injection),
- transmission between market areas at the level of market area-wide network operators,
- transfer of gas quantities of the respective shipper between balancing groups of different market areas in the network of a downstream network operator ("mini-transmission between market areas"),
- transfer of gas quantities between balancing groups via the respective virtual trading point,

- storage facilities,
- exit points (where provided for under the cooperation agreement in Appendix 3, Article 22, Sections 3 and 4).

Where nominations are needed, the balancing group manager shall nominate the gas quantity to be transported to the relevant network operator, stating the transmission period and referring to one of the aforementioned points. The network operator shall confirm the nomination after examining the contract parameters and possibly after coordination with neighbouring network operators. The network operator shall be entitled to reject the nomination if contract parameters are not complied with or the nomination is incomplete. As a general principle, nominations which exceed the capacity limits of the respective contract but do not exceed the technical capacity limits applicable shall not be rejected, provided however that the network operator shall be entitled to reject any such nomination and that the provisions concerning capacity overruns shall continue to apply.

The respective provisions of DVGW Code of Practice G2000 shall apply to the following types of nomination:

- Long-term nomination,
- weekly nomination,
- daily nomination and
- renomination.

Normally, daily nominations shall be required.

In the event that a nomination including only one total daily quantity is submitted, said daily quantity shall be deemed to be a multiple of the hourly quantities for the day. If the daily quantity nominated does not correspond to hourly quantities in whole numbers, said hourly quantities shall be rounded to whole numbers in accordance with commercial principles. Any rounding discrepancies shall be borne by the balancing group manager.

▪ **Article 3 Other Provisions**

• Identification of balancing group

Upon signing of the balancing group contract, the balancing group network operator shall assign to the balancing group manager a balancing group number permitting unequivocal identification of the respective balancing group. The same procedure shall apply to any sub-balancing accounts used. This shall also apply to the following sections, unless expressly provided otherwise.

• Switching between Central European Time (CET) and Central European Summer Time (CEST)

For the switch from CET to CEST (on the last Sunday in March each calendar year) network operator ONTRAS shall be entitled to apply special provisions to nominations on the gas business day on which the switch from CET to CEST takes place. At present, the balancing group manager shall nominate for each entry and exit point 23 successive hourly values.

For the switch from CEST to CET (on the last Sunday in October each calendar year) network operator ONTRAS shall be entitled to apply special provisions to nominations on the gas business day on which the switch from CEST to CET takes place. At present, the balancing group manager shall nominate for each entry and exit point 25 successive hourly values.

▪ **Article 4 Technical Exit Nominations**

Under Article 23 of Appendix 3, CoA III), the balancing group manager is under an obligation to make technical exit nominations for all exit points to ultimate consumers on the ONTRAS network.

▪ **Article 5 Appendix Technical Rules of Code of Practice G2000: Minimum Requirements Concerning Interoperability and Connection to Gas**

Appendix NZB 3: Supplementary Conditions of ONTRAS - VNG Gastransport GmbH

Part A: Terms and Conditions for Online Capacity Booking and Ordering

I. Use of the Online Portal by Shippers for Booking Capacities

In accordance with Article 6, Section 3, Appendix 3, CoA III.

▪ Article 1 General

1. All requests for capacities within the network area of ONTRAS shall be submitted using the online portal of the market area platform www.marktgebiete.com (referred to in this document as "market area platform") to which the online portal of ONTRAS (referred to in this document as "online portal") is linked. Capacities shall be booked using the online portal.
2. The conditions of this Part A apply in addition to Appendix 3 to the Cooperation Agreement and only govern the conditions under which shippers may conclude entry and exit contracts concerning capacities within the network area of ONTRAS using the online portal.
3. Notwithstanding Section 2 hereinbelow, the shipper shall meet the requirements for the use of the market area platform in order to conclude entry and exit contracts on the online portal. Such requirements shall be defined solely by the standard terms and conditions of the market area platform operator.
4. Only shippers who have been registered by ONTRAS for the use of the online portal in accordance with these Terms and Conditions shall be entitled to conclude entry and exit contracts for capacities within the network area of ONTRAS on the online

▪ **Article 2 Registration Procedure**

1. Only shippers who have concluded a system utilization contract for the utilization of the online portal (referred to in these Terms and Conditions as "the utilization contract") shall be registered by ONTRAS for the use of the online portal.
2. For this purpose, the shipper shall submit an application for registration for the use of the online portal to ONTRAS via the market area platform. Within five working days of the receipt of such application, ONTRAS shall submit to the shipper a signed data sheet in which the shipper shall enter the names and contact data of the persons who are to be entitled to use the online portal of ONTRAS for the online booking of capacities on behalf of the shipper.
3. ONTRAS shall be entitled to require legal persons who desire to be registered for the use of the online portal to submit a copy of their current entry in the register of companies, in which case the deadline stated in Section 2 of this Article 2 shall be extended by two working days.
4. Natural persons wishing to register for the use of the online portal shall first prove their identities using a procedure laid down by ONTRAS. In any such case the deadline stated in Section 2 of this Article 2 shall be extended by two working days.
5. ONTRAS shall be entitled to reject any application for registration to use the online portal for reasonable cause. Without limitation, ONTRAS shall have reasonable cause to reject any such application if there are significant technical, economic or security reservations concerning the proper performance of the system utilization contract by the shipper.

▪ **Article 3 System Utilization Contract**

1. The system utilization contract shall be deemed to have been concluded when the completed data sheet, containing the full data requested by ONTRAS and signed by the shipper, has been received by ONTRAS.

2. By virtue of the system utilization contract, the shipper shall be entitled to use the online portal of ONTRAS for the purpose of concluding entry and exit contracts concerning capacities within the network of ONTRAS.
3. Should the data of the shipper requested by ONTRAS change following the registration of the shipper by ONTRAS, the shipper shall notify ONTRAS promptly of such changes.
4. The rights of the shipper to use the online portal shall be subject to the state of the art and the technical availability of the online portal. ONTRAS shall be entitled to restrict the services available via the online portal temporarily if and to the extent that any such restriction is necessary in order to ensure the security and integrity of the servers used for the online portal or to take such technical measures as may be necessary in order to ensure the proper or improved performance of services, or in the event of unforeseen technical disturbances, including without limitation power cuts or hardware and software errors resulting in the non-availability of the online portal. In any such case, the shipper shall not be entitled to use the online portal. ONTRAS shall inform the shippers concerned of such circumstances in good time and shall use its best efforts to restore the availability of the online portal as soon as reasonably possible, having due regard to economic considerations. Nothing contained herein shall affect Article 6.
5. The system utilization contract shall be concluded with an unlimited term. The shipper shall be entitled to terminate the system utilization contract with one month's notice as of the end of any month. Nothing contained herein shall affect the rights of the parties to terminate the system utilization contract with immediate effect for reasonable cause, including without limitation such termination in the cases provided for in Article 55, Sections 3 and 4, Appendix 3, CoA III.

▪ **Article 4 Entry and Exit Contracts**

1. In order to conclude an entry or exit contract with ONTRAS, the shipper shall first issue a binding capacity request using the module capacity booking on the market area platform.

2. On the online portal, the availability of the capacities requested and the completeness of the data provided by the shipper will be verified automatically. If these requirements are met, the shipper will promptly receive an electronic confirmation of its booking via the online portal.
3. The entry or exit contract shall be deemed to be concluded when the shipper receives from ONTRAS electronic confirmation of its booking.

▪ **Article 5 Booking in the Event of Non-Availability of the Online Portal**

In the event that the market area platform and/or the online portal are not available for whatsoever reason, the shipper may obtain a standard form from the download area of www.ontras.com or request said form from ONTRAS and may then use said form for submitting written requests for entry and/or exit capacities to ONTRAS. Articles 4, 5 and 7, Appendix 3, CoA III shall apply mutatis mutandis to such requests.

▪ **Article 6 Warranty and Liability**

1. ONTRAS shall make available to the shipper an online portal linked to the market area platform for the purpose of the online booking of capacities at entry and exit points. In the event that the functions of the market area platform, such as the shopping cart function, required by the shipper for online booking are not available for whatsoever reason, ONTRAS shall not be liable to the shipper for such non-availability.
2. Except as provided for herein, the liability provisions of Part 9, Appendix 3, CoA III shall apply.

II. Use of the Online Portal for Ordering Capacities by Downstream Network Operators

Supplementing the provisions of Articles 8 to 15, CoA III.

▪ Article 1 Use of the Online Portal

1. All internal orders by downstream network operators for exit capacities at network interconnection points of ONTRAS shall be made online via www.ontras.com (referred to in this document as “online portal”).
2. Only downstream network operators who have been registered by ONTRAS for the use of the online portal in accordance with these Supplementary Conditions shall be entitled to use the online portal for the purpose stated in Section 1 of this Article 1.

▪ Article 2 Registration Procedure

1. Only downstream network operators who have concluded a system utilization contract for the utilization of the online portal (referred to in these terms and conditions as “the utilization contract”) shall be registered by ONTRAS for the use of the online portal.
2. The downstream network operator shall provide the data required by ONTRAS for registration and such data shall be complete and correct.
3. Registration shall be completed when the downstream network operator receives confirmation from ONTRAS including a user name and a password, which the downstream network operator shall keep confidential.
4. ONTRAS shall be entitled to reject any application for registration to use the online portal for reasonable cause. Without limitation, ONTRAS shall have reasonable cause to reject any such application if there are significant technical, economic or security reservations concerning the proper performance of the system utilization contract by the downstream network operator.

▪ **Article 3 System Utilization Contract**

1. The system utilization contract shall be deemed to have been concluded when the confirmation by ONTRAS in accordance with Article 2, Section 3, hereinabove has been received by the downstream network operator.
2. By virtue of the system utilization contract, the downstream network operator shall be entitled to order exit capacities at the network interconnection points between the ONTRAS network and its own network.
3. Should the data of the downstream network operator requested by ONTRAS change following the registration of the downstream network operator by ONTRAS, the downstream network operator shall notify ONTRAS promptly of such changes.
4. The rights of the downstream network operator to use the online portal shall be subject to the state of the art and the technical availability of the online portal. ONTRAS shall be entitled to restrict the services available via the online portal temporarily if any such restriction is necessary in order to ensure the security and integrity of the servers used for the online portal or to take such technical measures as may be necessary in order to ensure the proper or improved performance of services, or in the event of unforeseen technical disturbances, including without limitation power cuts or hardware and software errors resulting in the non-availability of the online portal. In any such case, the downstream network operator shall not be entitled to use the online portal. ONTRAS shall inform the downstream network operators concerned of such circumstances in good time and shall use its best efforts to restore the availability of the online portal as soon as reasonably possible, having due regard to economic considerations. Nothing contained herein shall affect the provisions of Part 9, Appendix 3, CoA III.
5. The system utilization contract shall be concluded with an unlimited term. The downstream network operator shall be entitled to terminate the system utilization contract with one month's notice as of the end of any month. Nothing contained herein shall affect the rights of the parties to terminate the system utilization contract with immediate effect for reasonable cause.

- **Article 4 Internal Ordering in the Event of Non-Availability of the Online Portal**
1. In the event that the online portal is not available for whatsoever reason, ONTRAS shall, promptly on request by the downstream network operator, make available to the downstream network operator a standard form which the downstream network operator may use for placing internal orders with ONTRAS in writing.
 2. The downstream network operator shall submit to ONTRAS the registration data required by the standard form and such data shall be correct and complete.
 3. The internal order shall become effective if ONTRAS does not reject the written order in writing within two working days of the receipt thereof.

Part B: Supplementary Conditions Concerning Capacity Booking

- **Article 1 Restriction on the Utilization of Firm Capacities in Addition to the Provisions of Articles 8 (1) and 10 (1), Appendix 3, CoA III**
1. ONTRAS shall determine the firm capacities available at the entry and exit points of ONTRAS taking into consideration the technical characteristics of its gas transmission system, guaranteed flexibility services made available to ONTRAS by third parties on a firm basis and probable future load flows predicted on the basis of an analysis of past load flows from the point of view of a prudent, reasonable network operator ("predicted load flows").
 2. In the event that the utilization behaviour of shippers deviates from these predicted load flows from the point of view of a reasonable, prudent network operator for unforeseeable reasons and that such load flows cannot be implemented for technical reasons connected with the network, ONTRAS shall be entitled to restrict and, if necessary, exclude, the use of the firm entry and/or exit capacities booked by the shipper in accordance with Article 8 (1) and/or Article 10 (1), NAC.

▪ **Article 2 Booking of Interruptible Capacities**

The booking of interruptible capacities shall be possible only in cases where firm capacity is not available.

▪ **Article 2a Exclusion of the conversion of interruptible capacities**

1. The conversion of interruptible capacities into firm capacities is not possible according to Article 45 Annex 3 Cooperation Agreement III.
2. Article 45 (1-4) Annex 3 Cooperation Agreement III shall not be affected.

▪ **Article 3 Short-Haul Transport**

ONTRAS offers short-haul transport on the section Steinitz - Peckensen underground storage facility - Steinitz. In order to enter into a contract for short-haul transport, the shipper shall book the relevant entry and exit points via the market area cooperation platform (www.marktgebiete.com) and notify ONTRAS that it intends to use such capacities for short-haul transport. As a further prerequisite for the application of the short-haul tariff, the shipper shall include the points concerned in a separate GASPOOL balancing group. The shipper shall not use the GASPOOL Hub in connection with said balancing group or include any other entry or exit points in said balancing group. The technical capacity of the section Steinitz - Peckensen underground storage facility - Steinitz is 1,371,821 kWh/h. In the event that interruptible entry capacities at Steinitz entry point are used for short-haul transport, such interruptible capacities shall, for technical reasons connected with the network, be deemed to be firm capacities for short-haul transport.

▪ **Article 4 Booking of Counter-Current Capacities**

1. Subject to the conditions of this Article 4, ONTRAS offers shippers the possibility of booking counter-current entry or exit capacities at the entry and exit points designated in the price list where physical exit capacities are not available for technical reasons.

2. For counter-current exit capacities in accordance with Section 1 of this Article 4, the shipper shall conclude an exit contract with ONTRAS, Counter-current capacities may be booked only on an interruptible basis, Article 44, Appendix 3, CoA III shall apply mutatis mutandis.
3. To the extent that that the counter-current exit capacities booked by the shipper on the upstream network for the use of the counter-current entry capacities on the ONTRAS network cannot be used for whatsoever reason, ONTRAS shall be released from its obligation to make counter-current entry capacities available to the shipper; the nominations made for such counter-current entry capacities shall be reduced pro rata with reference to the booked counter-current entry capacities. The same shall apply mutatis mutandis where the shipper has booked counter-current entry capacities on the upstream network for the use of the counter-current exit capacities on the ONTRAS network.
4. Nominations made with respect to counter-current capacities shall be reduced pro rata with reference to the booked counter-current capacities to the extent that total nominations in the physical direction of flow at the point concerned are lower than counter-current nominations for such point.
5. The shipper shall pay the charge for booked counter-current capacity laid down in the "Network Access Tariffs and Charges" of ONTRAS.
6. Except as provided for in Sections 1 to 5 of this Article 4, the provisions of Appendix 3, CoA III shall apply mutatis mutandis to counter-current capacities.

▪ **Article 5 Change of Suppliers**

1. The booking of exit capacities at exit points from the ONTRAS network to ultimate consumers shall be subject to the proviso that the shipper shall comply with the provisions of the uniform business processes and data formats for changes of gas suppliers ("GeliGas") of 20 August 2007 defined by the Federal Network Agency (ref. BK7-06-067).

2. Changes of suppliers shall also be subject to the proviso that the provisions of Article 43, Section 1 and Section 3, Appendix 3, CoA III in conjunction with Part E, Article 3 of these Supplementary Conditions shall be complied with.
3. In deviation from Section 2 of GeLiGas, network deregistration and registration data may be submitted by old and new suppliers using the network registration and deregistration forms which are available at www.ontras.com.
4. In the event that exit points from the ONTRAS network to ultimate consumers are included in a balancing group, a separate agreement for the allocation procedure to be applied to the exit points concerned shall be reached with ONTRAS.

▪ **Article 6 Day-Ahead Capacity**

The shipper may book firm and interruptible entry and exit capacity on the ONTRAS network on a daily basis for the following gas day (day-ahead capacity) via the online portal in accordance with the provisions of Articles 1 to 6 of Appendix NZB 3, Part A. Capacity may be booked only at the points listed on the website www.marktgebiete.com as being points where the booking of day-ahead capacity is permitted. Article 5 (2), Appendix 3, CoA III in conjunction with Article 5, Part A, Supplementary Conditions of ONTRAS, shall not apply to the booking of day-ahead capacity. The booking of day-ahead capacity shall not be possible during periods when the online portal is not available.

Bookings shall only be made on working days between 8 a.m. and 1 p.m., for the next working day in each case. In the event that there are any days which are not working days between the day of the booking and the next working day, bookings may be made during the same period for such days which are not working days.

In the event that day-ahead capacity is booked on www.marktgebiete.com, such capacity will automatically be included in the balancing group designated by the shipper during the booking process. Only balancing groups for which ONTRAS has received allocation authorization may be designated for this purpose. Article 21 (3), Sentence 4, Appendix 3, CoA III shall not apply to day-ahead capacity.

Subsequent changes to the inclusion of day-ahead capacity in a balancing group shall not be permitted.

Day-ahead capacity shall not be utilized unless a communication test between ONTRAS and the balancing group manager has been successfully completed. Day-ahead capacity may be nominated from 1.30 p.m. onwards.

Part C: Secondary Marketing

▪ Article 1 Day-Ahead Secondary Trading

In cooperation with the trac-x secondary trading platform, ONTRAS offers shippers the possibility of offering capacity using rights to third parties for the following day in accordance with Article 43 (2), Appendix 3, CoA III. Only shippers who have successfully completed registration with trac-x shall be permitted to participate in day-ahead secondary trading. Day-ahead capacity may be traded on the trac-x platform up to 11 a.m. each day. The balancing group manager shall submit nominations for the day-ahead secondary capacity which has been traded to ONTRAS from 2 p.m. each day.

Part D: Supplementary Provisions Concerning Balancing Groups

I. Use of the Online Portal for the Inclusion of Points in Balancing Groups in the GASPOOL Market Area

Supplementing Part 5, Appendix 3, CoA III.

▪ Article 1 Inclusion of Points in Balancing Groups in the GASPOOL Market Area

1. Entry and exit points booked in the ONTRAS network area shall not be included in balancing groups or biogas balancing groups in the GASPOOL market area unless the requirements of Article 21, Appendix 3, CoA III have

been met and a trilateral agreement has been concluded between the shipper, the balancing group manager and ONTRAS.

2. The parties to the trilateral agreement under Section 1 of this Article 1 shall determine in said agreement the balancing groups or biogas balancing groups of the balancing group manager or the sub-(sub-)balancing groups forming part of a the balancing group or biogas balancing group of the balancing group manager in which the shipper may include the capacities booked with ONTRAS. The entry and exit capacities booked may be included in the balancing group, biogas balancing group or sub-(sub-)balancing group concerned via the online portal of ONTRAS.

▪ **Article 2 Use of the Online Portal**

1. Shippers who have concluded an "Agreement for the Inclusion of Points in Balancing Groups within the Market Area GASPOOL" may include or remove entry and exit points in these balancing groups by using the online portal at www.ontras.com.
2. Only shippers who have been registered by ONTRAS for the use of the online portal in accordance with Part A of these Supplementary Conditions shall be entitled to use the online portal.

II. Time Shift Procedure

1. In the case of the time shift procedure, ONTRAS shall assume responsibility for the control of the agreed entry point on the ONTRAS network on the basis of an hourly measured value at the exit point (network connection point of the final consumer) within the ONTRAS network or the network of network operators located downstream from the ONTRAS network (downstream network operators). In the case of exit points on the networks of downstream network operators, ONTRAS offers the time shift procedure as and when circumstances permit. The hourly measured value at the exit point shall be made available to ONTRAS by the balancing group manager.

2. For the use of the time shift procedure, the form "Use of Time Shift Procedure" published on www.ontras.com shall be completed and returned to ONTRAS.
3. Between 6.00 and 9.00 a.m. on the first day for which the time shift procedure has been agreed, the balancing group manager shall nominate at the agreed entry point on the ONTRAS network or at the GASPOOL hub the quantity of gas agreed with ONTRAS for supply to the final consumer. For the last day for which the time shift procedure has been agreed, said energy quantities shall be used by GASPOOL as entry quantities relevant for balancing in the period from 02:00 to 06:00 hours for balancing group accounting.
4. The balancing group manager shall nominate the entry quantity for each day at the agreed entry point or at the GASPOOL hub. Renominations for the control of the time shift procedure shall be effected by ONTRAS.
5. Any imbalances which may occur shall be invoiced at the relevant published conditions of ONTRAS without taking into consideration the time shift.
6. The balancing group manager shall pay the monthly charge laid down in the price list of ONTRAS for the time shift procedure.

III. Hourly Allocation Data for Network Connection Points

1. ONTRAS offers balancing group managers the hourly transmission of allocation data for the preceding hour (h+1) broken down by balancing groups for network connection points (exit points) to ultimate consumers on the network of ONTRAS. Said allocation data are non-binding and are not relevant for invoicing, including without limitation invoicing by GASPOOL. They are intended solely to improve the forecasting capabilities of the balancing group manager.
2. In order to receive hourly allocation data for network connection points, the balancing group manager shall submit the form published on www.ontras.com, "Hourly Allocation Data for Network Connection Points" five working days before the start of hourly transmissions. The contract for the provision of hourly allocation data shall be concluded upon the receipt by the balancing group manager of the form signed by ONTRAS.

3. The balancing group manager shall pay a monthly fee in accordance with the ONTRAS price list.

IV. Implementation Deadlines

In deviation from Article 7, Section 3 of Appendix 3, CoA III, capacities shall be included in balancing groups no later than two working days prior to the use thereof.

Part E: Tariff and Payment Conditions

In accordance with Article 48, Section 1 of Appendix 3, CoA III

▪ Article 1 Invoicing of Entry and Exit Charges

1. The terms of payment for entry and exit charges by shippers shall be as follows, depending on the term of the entry or exit contract concerned:
 - a) If the contract has a term of less than one month, the entire charge for the services provided shall be due and payable no later than two working days before the commencement of the availability period.
 - b) If the contract has a term of one month or more, payments shall be made monthly. During the availability period, the applicable charge shall be paid on the third working day of each month.
2. Charges shall be invoiced by ONTRAS no later than the 20th calendar day of the preceding month in each case. Such invoices shall not affect the due dates for each payment, as stated hereinabove. In the case of entry or exit contracts with a term of less than one month, the invoice shall be issued no later than two working days after the conclusion of the contract.
3. The availability period under Section 1 of this Article 1 shall be the period during which ONTRAS is to make available capacities at entry or exit points on the basis of an entry or exit contract.

▪ **Article 2 Invoicing of Other Services**

Charges for other services shall be invoiced by ONTRAS separately and shall be due and payable within ten working days of the receipt thereof.

▪ **Article 3 Security**

1. The security under Article 50, Section 3, CoA III shall be one monthly fee in the case of entry and exit contracts with a minimum term of one month. No security shall be required in connection with entry or exit contracts with a shorter term than one month or if the security would be less than EUR 200.00. ONTRAS shall notify the shipper of the amount of the security in the email confirming the conclusion of the entry and exit contract.
2. The security under Section 1 of this Article 3 shall be provided no later than three days prior to the start of the term of the capacity booking concerned. Separate invoices for securities will not be sent by ONTRAS.

▪ **Article 4 Insurance**

For the term of entry capacity contracts, the shipper shall maintain in force appropriate insurance and submit evidence of such insurance to ONTRAS upon request by ONTRAS.

▪ **Article 5 Miscellaneous**

1. ONTRAS shall submit invoices in writing, or, subject to the agreement of the shipper and the availability of the technical prerequisites, in electronic form. In the event that invoices are submitted in electronic form, the shipper shall be responsible for ensuring that Internet access is available for calling up invoices at its own expense.
2. The amounts stated in invoices shall be net amounts and any value added tax and other taxes and fees payable shall be indicated separately.

3. The place of performance for payments shall be Leipzig. Payments shall be deemed to have been made in good time if they are credited to the account designated by ONTRAS and are at the unrestricted disposal of ONTRAS within the applicable deadlines.

▪ **Article 6 Retroactive Charges and Repayments**

1. In the event that fees agreed in accordance with Article 47 (1), Appendix 3, CoA III and stated in the price list for access to the ONTRAS network are disputed by administrative proceedings or litigation or such proceedings or litigation have already been initiated (by the network operator or third parties), the fees finally determined by such proceedings or litigation shall be finally binding on the parties. Until such fees have been finally determined in such manner, invoices shall be issued on the basis of the fees approved, which may be provisional. As a result, it may be necessary for ONTRAS to charge such fees retroactively or to repay such fees, possibly after the end of network utilization for the entry and/or exit points concerned. In any such case, such retroactive invoicing shall be effected and such repayments shall be made in a non-discriminatory way to all the shippers concerned and interest on the amounts invoiced or repaid shall be charged or paid, as the case may be at the basic interest rate for the period concerned in accordance with Article 247, Civil Code (BGB).
2. From the time when the fees of ONTRAS are determined by incentive regulation on the basis of a regulation in accordance with Article 21a, Energy Industry Act (EnWG), Section 1 of this Article 6 shall apply mutatis mutandis to the revenue limits determined in each case and the fees laid down within such limits.
3. ONTRAS shall notify the shipper whether appeals have been or are to be made against the official approval decision or the revenue limit set. With a view to greater transparency, ONTRAS shall also notify the shipper, where applicable, of the retroactive charge, change in the agreed fees or financial consequence to be expected by the shipper in the event that any such proceedings or litigation are decided entirely in favour of ONTRAS.
4. Sections 1 to 3 of this Article 6 shall not apply in the event that decisions by authorities and/or judgements finally determine that the difference between the fee originally approved or set within the revenue limit and the fee finally

determined in the official proceedings or litigation concerned is to be settled solely in accordance with the applicable regulatory provisions (e.g. via a regulation account).

5. The provisions stated in this Article 6 shall apply mutatis mutandis in the event of an official or judicial review of the fees of ONTRAS initiated by the shipper.

▪ **Article 7 Offsetting Payments**

In the event that ONTRAS issues to the shipper credit notes with respect to entry and exit charges and/or other services in addition to invoices under Article 1 and/or Article 2 of Part D, ONTRAS shall be entitled to set off the amounts of such credit notes from such invoices. In each case, the amount of the relevant credit note shall be set off against the invoice concerned. The payment obligations of ONTRAS to the shipper and the shipper to ONTRAS shall be settled in such manner that the party with the higher payment obligations shall pay to the other party the difference between the relevant invoice and credit note. Such differences shall be subject to the same terms of payment as the underlying payment obligations in each case. Except as stated herein, the provisions of Part D and Section 48, Appendix 3, CoA III shall continue to apply unchanged.

Part F: Conditions for the Transport of Biogas

In the event that biogas does not comply with the requirements of Article 41 (2), Appendix 3, CoA III, Article 42, Appendix 3, CoA III shall apply mutatis mutandis.

Part G: Jurisdiction and Venue for Disputes

▪ **Article 1 Jurisdiction**

Article 63, Sections 1 to 4, CoA III shall not apply.

▪ **Article 2 Venue for Disputes**

The venue for any disputes arising between the parties shall be Leipzig.