Published contracts and other documents are legally binding exclusively in the German language version. Translated contracts and documents such as this Hydrogen Capacity Reservation Agreement serve for informational purposes only. Therefore, the German text of the Hydrogen Capacity Reservation Agreement and its Annexes shall take precedence over any translated document in case of a contradiction between the German and the translated document. In addition, any translated document may not be used for interpretation of the German Hydrogen Capacity Reservation Agreement and its Annexes.

Hydrogen Capacity Reservation Agreement

for the reservation of capacities

at

(hereinafter referred to as the "Agreement")

- ☐ Exit point to end consumer
- ☐ Entry point from production plant
- ☐ Entry point from hydrogen terminal
- ☐ Entry point at cross-border interconnection point
- ☐ Exit point at cross-border interconnection point
- ☐ Entry point from hydrogen storage facility
- ☐ Exit point at hydrogen storage facility

(*Please tick as applicable*)

with the name _____, (add name)

hereinafter also referred to as "network point"

between

Company: _____

Address: _____

hereinafter also referred to as "Customer"

and

Thyssengas H2 GmbH

Emil-Moog 13, 44137 Dortmund

hereinafter also referred to as "Hydrogen network operator"

–individually also referred to as "Party" and collectively as “Parties” –

Preamble

This Agreement solely governs the relationship between the Hydrogen network operator and the Customer. Any agreements between hydrogen network operators are not covered by this Agreement and must be made in advance. The Hydrogen network operator is responsible for the hydrogen pipeline at which the network point is located. At the time of conclusion of the Agreement, the hydrogen pipeline is already in operation/not yet in operation (*please delete as appropriate*).

The network point is to be constructed on the hydrogen pipeline of the Hydrogen network operator. The regulations for the planning, construction, and operation of this network point are not part of this Agreement and must be agreed separately. The construction and operation of the connection is a prerequisite for the subsequent use of capacities at the network point.

By reserving capacity, the Customer wishes to secure the option of priority capacity booking in the future. The Hydrogen network operator wishes to ensure greater commitment to capacity requirements, secure future capacity marketing, and thus enable the needs-based allocation of capacities in the hydrogen network.

Against this background, the Parties agree as follows.

§ 1 Definitions

For the purposes of this Agreement

1. Connection customer

   means the future operator of the plant to be connected to the network point.

2. Cluster

   means a flow-mechanically connected sub-network of one or more hydrogen network operators within the German market area, which exists for a limited period of time as part of the hydrogen ramp-up phase and will eventually connect with other clusters to form a flow-mechanically connected hydrogen network.

3. Annual booking

   A contract between the Customer and the Hydrogen network operator for an annual capacity product with firm capacity in accordance with WaKandA.

4. Reservation period

   The period during which the Hydrogen network operator reserves the capacity specified in Annex 1 for the Customer at the network point and rejects competing requests in the event of a lack of sufficient capacity.

5. Settlement period

   The period during which the reservation fee paid is offset by the Hydrogen network operator against the network fees owed plus taxes and duties.

6. WaKandA

   the determination regarding hydrogen capacities basic model and network access processing by the Bundesnetzagentur (BK7-24-01-015) dated October 27, 2025, or a determination by the Bundesnetzagentur that supplements or replaces this determination.

7. Working days

   All days that are not Saturdays, Sundays, or public holidays. If a day is designated as a public holiday in one German federal state, that day is considered a public holiday throughout Germany. December 24 and December 31 of each year are considered public holidays.

§ 2 General provisions

8. This Agreement governs the reservation of capacities at a network point in the hydrogen network.

9. No entry or exit capacity is booked through this Agreement. The Hydrogen network operator will offer the Customer the option of booking the entry or exit capacity reserved under this Agreement at a later date, provided that the relevant requirements are met. The Customer can only make the corresponding booking by an entry or exit contract to be concluded separately between the Customer or a third party designated by the Customer in accordance with § 5 (3) and the Hydrogen network operator.

10. The capacity reservation under this Agreement applies at the network point for the injection/withdrawal (delete as applicable) of hydrogen.

11. For exit points to end consumers or entry points from production facilities, the Customer hereby assures the Hydrogen network operator that they themselves will be the connection customer at the network point. In the event that the Customer will not be the connection customer at the network point, this Agreement shall be accompanied by the written confirmation of the future connection customer as Annex 2, in which the Customer is named as the responsible transport customer at the network point and is authorized by the future connection customer to reserve capacity at the network point. In the event of a change of the connection customer, the Customer must immediately send the Hydrogen network operator an updated confirmation of the future connection customer in writing as Annex 2.

12. The Parties assure that they themselves, their executive members, representatives, beneficial owners, and affiliated companies are not on any current national or international sanctions or embargo lists (e.g., EU, UK, UN, USA), and that no corresponding proceedings or suspicions exist against them; they are not aware of any circumstances that would call this assurance into question. The Parties undertake to inform the other Party in writing without undue delay as soon as they become aware of circumstances after conclusion of the Agreement that could wholly or partially impair or call into question the above assurance. The Customer shall provide the Hydrogen network operator with a current extract from the commercial register, proof of authority to represent the company (power of attorney or commercial proxy), and, upon request, any other documents necessary for customer identification. If the aforementioned documents are not provided in German or English, certified translations into German or English must be enclosed. The Hydrogen network operator is entitled to exchange

customer data with other hydrogen network operators within the scope of compliance checks (e.g., sanctions list checks, etc.).

13. The Hydrogen network operator is entitled to exchange customer data relating to the reservation (e.g., amount, term, network point, etc.) with other hydrogen network operators in order to carry out capacity checks, among other things. The data must be protected against unauthorized access by third parties.

§ 3 Subject matter of the contract

Capacity reservation and reservation fee

1. The Hydrogen network operator reserves the capacity specified in Annex 1 for the Customer under the pressure limits described therein for the duration of the reservation period at the network point. The earliest date on which the reserved capacity can be used in the event of a booking is also specified in Annex 1.

   In return, the Customer is obliged to pay the Hydrogen network operator a reservation fee in accordance with Annex 1 plus the applicable statutory value added tax for the duration of the reservation period. The reservation fee payable will be credited against the fee payable to the Hydrogen network operator after the capacities have been firmly booked.

Reservation period

2. The reservation period begins on the first day of the month following the conclusion of the Agreement.

   The reservation period ends with the earliest occurrence of one of the following events:

   a) the first booking of capacity by the Customer or by the third party designated by the Customer at the network point by concluding an entry or exit contract with the Hydrogen network operator.

   b) the expiry of twelve months from the date of receipt of an offer from the Hydrogen network operator in accordance with § 3 (8) by the Customer or the third party designated by them, but not before the technical commissioning of the grid connection on the part of the connection customer or, in the case of a reservation at a cross-border interconnection point prior to the technical commissioning of the connection to the Hydrogen network of the cross-border neighboring hydrogen network operator and not before the technical commissioning of all capacity-relevant parts of the cluster specified in Annex 1 in the planned expansion stage valid as of 31. December 2029, including the possibility of cross-cluster transport if planned for the cluster, in accordance with the publication of the Hydrogen network operator at the time of conclusion of the contract (Annex 3).

   c) The Customer must inform the Hydrogen network operator in writing of the technical commissioning of the grid connection on the part of the connection customer.

   d) the expiry of seven years from the start of the reservation period in accordance with § 3 (2) sentence 1.

   e) the effective termination of this Agreement within the meaning of § 8 (2).

Capacity adjustment

3. During the reservation period, the Customer has the right to reduce the amount of capacity reserved for them at any time by notifying the Hydrogen network operator in writing. The reservation fee pursuant to § 3 (1) shall be reduced accordingly with effect from the month following receipt of the written notification. The reservation fee paid shall be forfeited in the amount by which the Customer reduces the capacity reserved for them. The forfeiture of reservation fees paid within the meaning of this Agreement means that these will not be refunded to the Customer by the Hydrogen network operator or otherwise returned or offset. As soon as a sustained reduction in demand becomes apparent for the Customer, they must reduce the capacity level in accordance with sentence 1.

4. The Parties may mutually agree to increase the reserved capacity as a contract amendment, provided that a corresponding new capacity check by the Hydrogen network operator has been positive. In this case, the reservation fee pursuant to § 3 (1) shall be adjusted for the future in line with the increase from the following month.

5. The Hydrogen network operator's obligation to reserve capacity shall expire in whole or in part upon the occurrence of one of the following events, insofar as this results in the Hydrogen network operator being unable to offer the Customer the capacity in the reserved amount or range for booking:

   a) Due to a review under a future network development plan by the Federal Network Agency in accordance with § 15d of the German Energy Industry Act during the reservation period, parts of the hydrogen network are not confirmed, are not confirmed in time, or are not confirmed as requested, resulting in a reduction in the amount of capacity at the network point or a reduction in the reachable entry and exit points in the cluster. This applies accordingly to other plans of the network operator that require approval by the Federal Network Agency.

   b) The actual use of capacities in the parts of the hydrogen network relevant to the network point deviates from the assumptions made in the flow simulation in accordance with WaKandA to such an extent that the Hydrogen network operator must adjust its assumptions, which formed the basis for determining capacity for the network point.

   c) The Hydrogen network operator is permanently prevented by statutory or sub-statutory regulations or by an official or court decision from offering the Customer the reserved capacity for booking.

6. If the Hydrogen network operator's obligation to reserve capacity in accordance with § 3 (5) expires in part, the Hydrogen network operator shall inform the Customer in writing without undue delay. The amount of the reservation fee shall be reduced by the expired part of the reservation. In this case, the Customer shall receive a pro-rata refund of reservation fees already paid in the amount in which the obligation has expired.

7. If the Hydrogen network operator's obligation to reserve capacity pursuant to § 3 (5) expires in full, the Hydrogen network operator shall inform the Customer in writing without undue delay. The Agreement shall end without notice of termination at the time the Customer receives the notification from the Hydrogen network operator. In this case, the Customer shall receive a full refund of the reservation fee paid.

Offer to book capacities

8. No later than the technical commissioning of all parts of the hydrogen network relevant to capacity at the network point and after the technical commissioning of the Hydrogen network operator's network connection at the network point, the Hydrogen network operator shall offer the Customer an entry or exit contract for booking the reserved capacity at the network point during the reservation period. From this point on, the Customer or a third party designated by the Customer may book the capacity.

9. After the reservation period has expired, the reserved and unbooked capacity becomes available and can be booked by other transport customers.

§ 4 Properties of the reserved capacity

1. The capacity reserved by the Hydrogen network operator in accordance with § 3 (1) and offered for booking in accordance with § 3 (8) corresponds to the product description "Firm Hydrogen Network Capacity" (hereinafter "FWK") in accordance with WaKandA. Due to the ramp-up-related division of the Germany-wide market area into clusters, the capacity bookable for this FWK is limited to the cluster specified in Annex 1. This restriction is specified in the product sheet for the aforementioned cluster as amended and published on the Hydrogen network operator's website.

2. The Hydrogen network operator's offer pursuant to § 3 (8) will be based on the regulations for product and lead times specified by the Federal Network Agency in WaKandA. With regard to the booking of annual capacities, this means that the offer of annual capacity will be based on the maximum duration permitted by the Federal Network Agency – a maximum of the next fifteen years from the start of the offer.

§ 5 Settlement and expiry of reservation fees paid

1. The Hydrogen network operator shall offset the reservation fees paid to it by the Customer under this Agreement, plus the applicable statutory value-added tax, against the network fees plus taxes and levies owed by the Customer to the Hydrogen network operator for capacity bookings at the network point during the settlement period. No interest shall be paid on the reservation fees paid. The settlement period shall commence at the end of the reservation period and end at the point in time at which the reservation fees paid by the Customer in accordance with sentence 1 have been settled in full, but no later than four years after the start of the settlement period. If the reservation fees paid have not been fully settled by the end of the settlement period, they shall forfeit.

2. In case of a capacity booking in the amount of the reserved capacity within 10 working days at the latest after the end of the reservation period for at least one year with the term beginning within the settlement period, the reservation fees paid by the Customer shall be credited in full for settlement in accordance with paragraph (1). If the booking of annual capacity pursuant to sentence 1 is made on a pro rata basis, the reservation fees paid shall forfeit on a respective pro rata basis for the entire settlement period. The reservation fees paid to the Hydrogen network operator that have not been forfeited shall be settled in accordance with paragraph (1). In the event that several bookings of annual capacity are made in accordance with sentence 1, the highest booking shall be used as the basis for determining the proportion in accordance with sentence 2. If no annual capacity is booked in accordance with sentence 1 or 2, the reservation fees paid shall

forfeited in full. If the capacity level has been adjusted in accordance with § 3 (3), (4), or (6), the new capacity level shall be used as the basis for calculating the pro rata forfeiture of the reservation fee.

3. The reserved capacity may only be booked in full or in part during the reservation period by the Customer or by one or more third parties who have been named in writing by the Customer to the Hydrogen network operator. If third parties within the meaning of sentence 1 book reserved capacity, the Hydrogen network operator shall, at the Customer's request, offset the reservation fees paid to the Hydrogen network operator under this Agreement plus the applicable statutory value-added tax, deviating from paragraph (1) sentence 1, with the network fees plus taxes and duties owed by the named third parties to the Hydrogen network operator for the capacity booking at the network point during the settlement period. Paragraph (1) sentences 2 to 4 and paragraph (2) shall apply accordingly in this case.

§ 6 Payment terms

1. Payments by the Customer shall be made upon receipt of a corresponding invoice from the Hydrogen network operator. The reservation fee pursuant to § 3 (1) shall be invoiced monthly at the end of the previous month for the following full calendar month.

2. The Customer shall notify the hydrogen network operator in writing of any changes to the billing address without delay.

3. The invoice for the first payment shall be issued by the Hydrogen network operator no later than four weeks after this Agreement has been signed by both Parties.

4. In all cases, invoices are due for payment four weeks after receipt of the invoice.

§ 7 Transfer of the Agreement to a third party and legal succession

1. Each Party may, with the prior written consent of the other Party, transfer its rights and obligations under this Agreement in their entirety to a third party. Consent shall be granted if the third party offers a secure guarantee for the fulfillment of the contractual obligations and the granting of consent is reasonable.

2. The Parties are entitled to transfer their rights and obligations under this Agreement in their entirety to an affiliated company within the meaning of §§ 15 ff. AKtG (German Stock Corporation Act) without the consent of the other Party. The transferring Party shall inform the other Party of the transfer in writing without delay.

§ 8 Term of the Agreement

1. The term of the Agreement shall commence upon signature by the Parties.

2. The Agreement shall end upon the effective date of termination in accordance with § 10, on the date specified in § 3 (7), or at the latest at the end of the settlement period in accordance with § 5 (1) or (3).

§ 9 Delay

1. In the event of a delay in the customer's project for which the Customer is not responsible, the Parties may extend the reservation period within the reservation period in monthly increments by the duration of the delay, to a maximum of one year. The Parties shall conclude an amendment to this Agreement about the extended reservation period. The reservation fee pursuant to § 3 (1) shall be payable for the duration of the extended reservation period, except the Hydrogen network operator is responsible for the delay.

2. If the Hydrogen network operator's technical commissioning takes place after the end of the reservation period, the reservation period shall be extended until the date of the Hydrogen network operator's technical commissioning. The reservation fee shall be not payable for the duration of the extended reservation period, except the Customer is responsible for the delay.

3. In the event of a delay pursuant to § 9 (1) and (2), the Parties shall notify each other in text form without undue delay.

§ 10 Termination

1. The Customer has the right to terminate this Agreement with effect from the end of the month if the Hydrogen network operator's obligation to reserve capacity pursuant to § 3 (5) expires in part and the Customer has no interest in the remaining reserved capacity. In this event, the Customer shall be refunded all reservation fees paid under this Agreement. This right of termination shall expire three months after the Customer receives notice from the Hydrogen network operator pursuant to § 3 (6).

2. The Customer has the right to terminate the Agreement with effect from the end of the month if the commissioning of the infrastructure to be connected cannot be realized for reasons for which the Customer is not responsible. A reason in particular and without limitation can be, if a required consent, approval, or other authorization under public or civil law for the construction or operation of the infrastructure is not granted, or if legal provisions resulting from a change that occurred after the conclusion of the Agreement or an official or court decision prevent the construction or operation of the infrastructure. In this event, the Customer shall be refunded all reservation fees paid under this Agreement.

3. The Customer has the right to terminate this Agreement with effect from the end of the month if the reservation period is delayed pursuant to § 9 (2) due to a delay in the technical commissioning on behalf of the Hydrogen network operator or if, contrary to the Hydrogen network operator's publication at the time of the effective date of the Agreement (Annex 3), the possibility of cross-cluster transport is not provided for the Cluster specified in Annex 1 and the delay last longer than the 31 December 2029, and additionally, if the Customer can provide evidence of a similar part of a reservation of entry- or exit capacity for this cross-cluster transport. In this events, the Customer shall be refunded all reservation fees paid under this Agreement.

4. The Hydrogen network operator has the right to terminate this Agreement with two weeks' notice to the end of the month if the Customer is more than four weeks in arrears with the payment of the first reservation fee. Furthermore, the Hydrogen network operator has the right to terminate this Agreement with four weeks' notice to the end of the month if the Customer is more than eight weeks in arrears with the payment of the second or any further reservation fees. In such events, reservation fees already paid will

be refunded for the period after the termination takes effect; otherwise, the reservation fees paid up to that point will be forfeited.

5. The Hydrogen network operator has the right to terminate this Agreement with four weeks' notice to the end of the month if there are justified doubts about the feasibility of the connection project of the connection customer, which the Customer has not been able to proof the feasibility within four weeks of being requested by the Hydrogen network operator. The request and response from the connection customer must be in writing. This right of termination requires that at least 80 percent degree of the capacity available at the network point is booked by third parties and/or there are further reservations of capacity that would lead to such a degree of reserved capacity. Reservation fees already paid for the period after the termination takes effect will be refunded; otherwise, the reservation fees paid up to that point will be forfeited.

6. The Customer has the right to terminate this Agreement with effect to the end of the month at any time without giving reasons. Any reservation fees already paid for the period after the termination takes effect will be refunded; otherwise, the reservation fees paid up to that point will be forfeited.

7. Each Party has the right to terminate this Agreement without notice for good cause. Good cause shall be constitute without limitation and taking into account all circumstances of the individual case, in particular any fault on the part of the other Party, and weighing the interests of both Parties, the terminating Party cannot reasonably be expected to continue the Agreement until the expiry of the notice period or until the Agreement is otherwise terminated. In particular and without limitations, a violation of the obligations under § 2 (4) sentence 3 or § 2 (5) constitutes good cause. In the event of effective termination for good cause, the Customer shall be refunded all reservation fees paid under this Agreement, except the Customer is responsible for the termination by the Hydrogen network operator.

8. Any notice of termination must be in written form.

§ 11 Force majeure

1. A Party shall be released from its obligations under this Agreement where and to the extent that it is prevented from performing such obligations due to an event of Force Majeure as defined in paragraph (2) below. To the extent and for such time as that Party is prevented from performing its obligations due to an Event of Force Majeure, the other Party shall be released from its corresponding obligations.

2. For the purposes of this Agreement, an Event of Force Majeure means any unforeseeable external circumstance which the Party affected could not have been expected to prevent or could not have prevented in good time even by applying reasonable care and taking such measures as would have been technically feasible and commercially reasonable. Such events include, without limitation, natural disasters, terrorist attacks, power failures, telecommunications failures, strikes, lawful lockouts, legal requirements and government, court or official orders (regardless of their legality).

3. The Party affected in each case shall notify the other Party without undue delay, stating the reasons for the occurrence of the Event of Force Majeure and its expected duration. In any such case, the Party affected shall make an effort to take all technically feasible

and commercially reasonable steps to resume the performance of its obligations as soon as possible.

4. Where a Party makes use of services by a third party to perform its obligations under this Agreement, an event that would constitute an Event of Force Majeure for that third party as defined in paragraph (2) above shall also constitute an Event of Force Majeure for that Party.

§ 12 Liability

1. The Parties shall be mutually liable for loss of life, personal injury or damage to health except where the relevant Party, or the legal representative or vicarious agent acting on its behalf, as the case may be, acted neither wilfully nor negligently.

2. Except as otherwise provided herein, the Parties shall be mutually liable for any damage to property or financial loss resulting from a negligently or willfully breach of their contractual obligations.

   a) The Parties shall be mutually liable for any financial loss or damage to property suffered as a result of a breach of a material contractual obligation, except where the breaching Party, or the legal representative or vicarious agent acting on its behalf, as the case may be, acted neither wilfully nor with gross negligence; where any such financial loss or damage to property was caused due to minor negligence, the liability of the Parties shall be limited to such foreseeable loss or damage as is typical for the relevant type of contract.

      i. For the purposes of this Agreement, a material contractual obligation means any obligation the performance of which is absolutely essential to the proper execution of this Agreement and compliance with which the Parties generally do and may reasonably rely on.

      ii. For the purposes of this Agreement, a foreseeable loss or damage that is typical for the relevant type of contract means any loss or damage the relevant Party foresaw as a possible consequence of any breach of contract or that it should have foreseen in light of the circumstances known to that Party, or in light of any circumstance it should have had knowledge of had it exercised due care.

      iii. In relation to the type of transactions in question a typical damage to property can be expected to amount to EUR 2.5 million, a typical financial loss to EUR 1.0 million.

   b) The Parties shall be mutually liable for any financial loss or damage to property suffered as a result of a breach of a non-material contractual obligation, except where the breaching Party, or the legal representative or vicarious agent acting on its behalf, as the case may be, acted neither wilfully nor with gross negligence.

      i. The liability of the Parties for any financial loss or damage to property caused due to gross negligence on the part of the breaching Party, or on the part of the legal representative or any senior vicarious agent acting on its behalf, as the case may be, shall be limited to such foreseeable loss or damage as is typical for the relevant type of contract.

ii. The liability of the Parties for any loss or damage caused due to gross negligence on the part of any so-called ordinary vicarious agent acting on behalf of the breaching Party shall be limited to EUR 1.5 million in the case of damage to property and to EUR 0.5 million in the case of financial loss.

3. Any liability a Party may incur under the mandatory provisions of the German Liability Act (Haftpflichtgesetz) or any other legal provision shall remain unaffected.

4. The provisions above shall also apply to the benefit of the legal representatives, employees and vicarious agents acting on behalf of a Party insofar as they apply to that Party.

§ 13 Confidentiality

1. Save as otherwise provided in paragraph (2) below, the Parties shall treat as confidential any and all information they obtain under or in connection with this Agreement and/or any other contract entered into pursuant hereto (hereinafter referred to as “Confidential Information”) and shall not disclose or make available any such Confidential Information to any third party without the affected Party's prior written consent. Each Party hereby undertakes to use any Confidential Information solely for the purpose of performing this Agreement.

2. Each Party shall be entitled to disclose any Confidential Information it has obtained from any other Party without the written consent of that Party

   a. to an affiliated entity within the meaning of §§ 15 ff. AktG (Stock Corporation Act), provided that such entity is subject to an equivalent confidentiality requirement

   b. to its representatives, consultants, banks and insurers where and to the extent that disclosure is required to ensure the proper performance of the relevant contractual obligations, and provided that such persons or entities have undertaken to keep such Confidential Information confidential prior to their receipt thereof or are subject to a statutory professional confidentiality requirement in respect of such Confidential Information; or

   c. to the extent that such Confidential Information

      i. was legitimately known to the receiving Party prior to receiving such Confidential Information from the other Party,

      ii. was already in the public domain or becomes publicly available other than through an act or omission of the receiving Party; or

      iii. where the disclosing Party is required to disclose such Confidential Information under any statutory provision or a court or official order or a request received from a regulatory authority.

3. The confidentiality obligation shall end 2 years after expiry of the respective contract.

4. § 6a and § 28m of the Energy Industry Act remain unaffected.

§ 14 Venue for disputes and applicable law

1. Any disputes arising between the parties out of or in connection with the Agreement shall be submitted to the courts of ordinary jurisdiction.

2. The venue for disputes shall be the place where the Hydrogen network operator has its registered office

3. The Agreement shall be governed by and construed and interpreted in accordance with German law to the exclusion of interstate conflict of law rules shall not apply as long as these are not mandatory law.

§ 15 Amendments to the Agreement

1. This Agreement shall be adapted by entry into force of the Hydrogen Cooperation Agreement and the associated standard contracts and the provisions applicable therein, if and to the extent that they contain deviating provisions. The Hydrogen network operator shall give the Customer two months advance notice before the effective date of the entry into force of the contracts pursuant to sentence 1 and shall publish the amended terms and conditions of this Agreement on its website. Amendments to the terms and conditions of this Agreement shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement within 30 working days of the receipt of notification thereof, with said termination from the end of the month taking effect from the time the amendments to the terms and conditions of this Agreement become effective. In the event of termination in pursuant to sentence 3, the Customer shall be refunded all reservation fees paid under this Agreement. The Customer shall not be entitled to terminate the Agreement if the amendment concerned does not represent any or any significant commercial or financial disadvantage to the shipper. In the event that the Customer considers that any such amendment would represent significant financial disadvantage to the Customer, the Customer shall submit evidence of such disadvantage.

2. Any Party is entitled to demand consent from the other Party to an appropriate amendment if required by national or international legal requirements, including requirements of a regulatory authority or other competent authority, or a change in the cooperation agreement between the operators of hydrogen networks located in Germany, or if this can achieve significant improvements in the technical conditions of hydrogen transport.

§ 16 Severability

1. If any provision of this Agreement or the appendices hereto is or becomes ineffective or inoperable, the other provisions of this Agreement or appendices hereto shall remain in full force and effect.

2. The parties shall replace any ineffective or inoperable provision by a provision with as near as reasonably possible the commercial and financial effect intended by the provision so replaced. This shall apply mutatis mutandis to matters not provided for in the contract.

§ 17 Written form

Verbal side agreements are not in force. Any amendments and additions, as well as the mutual termination of this Agreement, shall be effective with the consent of both Parties and in written form. The same shall apply to any amendment or waiver of the written form requirement. The Parties agree that the written form is also satisfied by compliance with the electronic form. The electronic form shall be any electronic signature created using an electronic signature creation device of a trust service provider within the meaning of the eIDAS Regulation (Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014). Emails are not sufficient to fulfill the written form requirement.

§ 18 List of annexes

The following annexes are integral parts of this Agreement:

Annex 1: Description of the reserved capacity and reservation fee

Annex 2: Confirmation of the future connection customer *(Please delete as applicable)*

Annex 3: Planned expansion of Cluster as of 31 December 2029

_____	Dortmund, _____
Place, date	Place, date
_____	_____
Customer	Thyssengas H2 GmbH

Annex 1 – Description of the reserved capacity and reservation fee

Reserved capacity level with the Hydrogen network operator:

Entry/Exit *(please delete as appropriate)* _____ kWh/h

Earliest planned start of use by the Customer:

Date:

Pressure limits:

pmin: _____ bar(g)

pmax: _____ bar(g)

The Hydrogen network operator may adjust the pressure limits. The Hydrogen network operator shall inform the Customer three years in advance of the entry into force of any changes to the pressure limits.

Network point name:

Name/ID: _____

Cluster: _____

Planned location of the network point (Gauss-Krüger coordinates):

Right value _____ meters

Latitude: _____ meters

The amount of the reservation fee payable in each calendar year according to Section 3 is one twenty-fifth (1/25) of

- the amount specified in Federal Network Agency decision GBK-24-02-2#4 or in a decision issued by the Federal Network Agency that supplements or replaces that decision and is valid for the respective calendar year, and
- the ramp-up tariff adjusted in accordance with clause 3, sentence 5 of Federal Network Agency decision GBK-24-01-2#1 or any decision issued by the Federal Network Agency for the respective calendar year that supplements or replaces said decision,

multiplied by the amount of the reserved capacity, but not less than €9,000.

The fee to be paid monthly by the customer to the hydrogen network operator pursuant to Section 6 amounts to one-twelfth (1/12) of the reservation fee specified in the preceding sentence.

In the calendar year in which the term begins, the reservation fee per kWh/h is:

In the calendar year in which the term begins, the reservation fee for the reserved capacity level is:

Annex 2 – Confirmation of the future connection customer

The _____ (*please add the name of the connection customer*),
_____ (*please add the address of the connection customer*),

(hereinafter also referred to as the "**connection customer**")

will in future be connected to the network point _____ (*please add name and address/coordinates*)

(hereinafter also referred to as "**network point**")

a hydrogen entry or hydrogen exit facility to the future hydrogen network of
_____ (*please add name of hydrogen network operator*)

(hereinafter also referred to as the "**hydrogen network operator**")

connect and be its operator. In future, the connection customer will be
_____ (*please add the name of the transport customer*) at the network point

(hereinafter also referred to as the "**transport customer**")

with hydrogen at the network point.

The connection customer confirms the following to the hydrogen network operator:

The connection customer agrees that the **transport customer** will conclude a contract with the hydrogen network operator in its own name and on its own account for the reservation of entry and exit capacities in the future hydrogen network at the network point.

The connection customer agrees that during the term of the reservation contract, any additional reservation of entry or exit capacities at the network point may only be agreed between the **transport customer** and the hydrogen network operator.

The connection customer further agrees that the entry or exit capacities reserved by the **transport customer** at the network point may only be booked by the **transport customer** itself or, with the prior consent of the **transport customer**, by the connection customer or a third party for the purpose of feeding into or withdrawing from the future hydrogen network at the network point.

_____ _____

Place, date Connection customer

Annex 3 – Planned expansion of Cluster as of 31 December 2029

