

Master agreement for L-Gas load flow commitment in the Market Area
NetConnect Germany (NCG)

between

Thyssengas GmbH
Emil-Moog-Platz 13
44137 Dortmund
Germany

- **"Thyssengas"** –

and

Name of supplier

Street, no.

Postal code, town/city

- **"Supplier"** –

- together the **"Contractual Partners"** and separately the **"Contractual Partner"** -

concerning the provision
of a load flow commitment in the form of a minimum load flow
within the Thyssengas L-gas network

as of 14.11.2019

(This English version of the master agreement is merely a non-binding translation.)

Section 1 Object of the agreement: positive L-gas load flow commitment

1. This master agreement for positive L-gas load flow commitment regulates the relationship between the Supplier and Thyssengas, particularly on the basis of the respective individual contract to the master agreement for L-gas load flow commitment ("**Individual Contract**") concluded for the lots offered by the Supplier. It is possible to conclude various Individual Contracts.
2. The Supplier will provide Thyssengas with a load flow commitment in the form of a minimum load flow per lot on each gas day of the time period agreed in the applicable Individual Contract.
3. The minimum load flow is deemed provided if the sum of the Supplier's nominations at the entry point
 - Zevenaar [21Z000000000072U]

is at least equal to the value called-off by Thyssengas at the corresponding point in time. Values established under nomination replacement procedures and nominations for entry capacities with allocation restrictions, are not deemed to be nominations within the definition of this paragraph.

Provided that the entry point mentioned above becomes part of a virtual interconnection point in accordance with Art. 19 para. 9 of Commission Regulation (EU) 2017/459 such virtual interconnection point shall become an additional entry point as defined by sentence 1.

4. The call-off of the load flow commitment takes place when Thyssengas draws the load flow commitment as an hourly time series in accordance with Section 3.
5. The Supplier is obliged to provide Thyssengas with the load flow commitment called-off for each time in accordance with the hourly time series called-off.
The provision of the minimum load flow under No. 3 can be disengaged from a decrease in the entry load flow or an increase in the exit load flow, to points other than those named in No. 3.
6. There will be no gas transfer to Thyssengas.
7. The following maximum quantities apply per lot:
 - a) Minimum load flow to be provided on a gas day (d) by the Supplier: 240 MWh
 - b) Quantity of gas to be delivered hourly by the Supplier: 10 MWh
8. On the gas day (d) on which the change takes place from CEST to CET and the gas day has twenty-five (25) hours, the maximum quantity per lot shall be 250 MWh.

On the gas day (d) on which the change takes place from CET to CEST and the gas day has twenty-three (23) hours, the maximum quantity per lot shall be 230 MWh.

Section 2 Obligation to perform

1. Subject to No.'s 2 to 3, the Supplier is obligated, during the time period agreed in the relevant Individual Contract, to provide the load flow commitment per lot, and to perform the

load flow upon a call-off. Thyssengas is entitled, but not obliged, to call-off the load flow commitment per lot.

2. There will be no call-off of the load flow commitment, if the forecast average daily temperature exceeds the temperature limit (T) defined in the Individual Contract.
3. The forecast average daily temperature pursuant to No. 2, is the forecast temperature for the gas day (d) as determined by Deutsche Wetterdienst (German weather service) for Essen-Bredeneu at 21:00 hrs. on the previous day (d-1). If this is not available, the most recent previously available forecast temperature will apply as the forecast average daily temperature.

Section 3 Call-off

1. The call-off of the load flow commitment by Thyssengas is performed with at least 5 hours lead time, by way of transmission of the hourly time series.
2. The details of the call-off can be found in Thyssengas' processing rules for the call-off of load flow commitments, dated 10.10.2019.

Section 4 Fees and taxes

1. Thyssengas shall pay the Supplier for each gas day (d) on which the load flow commitment was called-off and made available, irrespective of the actual call-off-duration, the fee agreed upon in the Individual Contract on a unit-charge-basis per lot in Euro (with four decimal places) per kWh for the total minimum load flow in accordance with Section 1 No's 7 a) and 8 for the maximum hourly quantity pursuant to Section 1 No. 7 b) of the respective gas day. For the avoidance of doubt, it is declared that the Supplier does not have a claim for compensation for a gas day (d) if he does not render the requested load flow commitment completely or not on time on that gas day.
2. Thyssengas shall pay the Supplier the fee agreed in the Individual Contract for the provisioning of the load flow commitment per lot on a demand charge basis in Euro (to two decimal places).
3. Value-added tax at the relevant legal rate is payable on the fee.

Section 5 Billing and payment conditions

1. Until the 10th working day of the following month, the Supplier will issue Thyssengas with a statement of accounts detailing the relevant load flow commitment called-off in billed month. The statement of accounts extends here to the fee for the provision of the load flow commitment and the fee for provisioning the service, whereby the latter is billed based on the amount of the time fraction of the transaction month, based on the fee agreed in the relevant Individual Contract. The statement of accounts will also indicate the tax incurred at the relevant statutory rate. The statement of accounts is issued in Euro, rounded to two decimal places.
2. Thyssengas will remit the payment to the Supplier's account until the 10th working day following receipt of the statement of accounts in accordance with No. 1.

3. Each Contractual Partner may offset its undisputed or res judicata claims against those claims established under this agreement. Furthermore, the Contractual Partners may offset claims under this agreement only against those claims arising from this agreement or other contracts existing between the Contractual Partners.

Section 6 Breach of contractual obligations

1. If, following the call-off of the load flow commitment by Thyssengas in accordance with Section 3, the Supplier fails to fulfil its contractual obligations either entirely, partially or fulfils them out of time, Thyssengas shall be entitled, without further reminder, to refuse to accept further performance or to substitute it with an alternative load flow commitment (substitute performance). With unit charge quotations, the Supplier, shall, in this case, be obliged - irrespective of any substitute performance - to pay Thyssengas 1.5 times the fee agreed upon the conclusion of contract in accordance with Section 4 No. 1 that Thyssengas would have had to pay in the event of a performance as per agreement. In the case of demand charge quotations - irrespective of any substitute performance - the Supplier shall be obliged to pay Thyssengas 1.5 times the fee agreed upon the conclusion of contract for the billing month in question in accordance with Section 4 No. 2. The above sentences do not apply if the provider is not at fault.
2. This does not affect the right of termination for cause in accordance with Section 10 or the assertion by Thyssengas of farther-reaching claims for damages.

Section 7 Force majeure

1. Insofar and for as long as a Contractual Partner is hindered by force majeure from performing its obligations under the relevant contract, this Contractual Partner shall be released from the fulfilment of its obligations.
2. Force majeure is an unforeseeable, external event, which is entirely unavoidable or avoidable only when too late, even through the application of reasonable due care and technically and economically reasonable means. Such event particularly include:
 - natural disasters,
 - strikes and legal lock-outs,
 - legislative acts and official measures and
 - defects in and the failure of pipelines, machines, or production, transport, storage and other such technical facilities.
3. The Contractual Partner affected by force majeure will notify the other Contractual Partner without delay of the occurrence of the force majeure event, and its foreseeable duration.

Section 8 Data protection and confidentiality

1. The Contractual Partners are duty bound to treat as confidential, all the information received in connection with this contract. This does not apply to that information, which is either in the public domain, or which is bound to be disclosed by way of a legal regulation or an order issued by a court of law or public authority.
2. The obligation of non-disclosure shall end 5 years following the end of the contract.

Section 9 Liability

1. The Contractual Partners shall be liable for death or personal injury, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither deliberately nor negligently.
2. For the infringement of material contractual obligations, the Contractual Partners shall be liable for material damage and financial loss, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither deliberately nor negligently. In the case of material damage or financial loss caused by slight negligence, the Contractual Partners' liability shall be limited to the foreseeable damages typical for this type of contract. Where transactions of this type are concerned, the amount of material damage or financial loss can be typically assumed to be EUR 1.5 million and EUR 500,000 respectively, per lot.
3. For the infringement of non-essential contractual obligations, the Contractual Partners shall be liable for material damage and financial loss, unless the Contractual Partner itself, or its statutory representatives, company or vicarious agents or sub-contractors have acted neither intentional nor grossly negligent. In the case of material damage and financial loss caused by gross negligence, the liability of the Contractual Partners themselves and for their statutory representatives, executive company agents and vicarious agents shall be limited to the foreseeable damages typical for this type of contract. In the case of gross negligence on the part of ordinary company agents, the liability of the Contractual Partners for material damage and financial loss shall be limited EUR 1.0 million and EUR 250,000 respectively, per lot.
4. Thyssengas shall not be liable for financial loss caused in connection with Section 16 (2) German Energy Industry Act (EnWG). Measures pursuant to Section 16 (2) EnWG particularly include those taken to secure the supply of natural gas to domestic customers in accordance with Section 53 a EnWG.
5. Any liability on the part of the Contractual Partners according to the strictly applicable regulations of the German Liability Act and other legal provisions shall remain unaffected, whereby the obligation to compensate material damage in accordance with Section 2 German Liability Act is excluded vis-à-vis public law entities, public law special funds and and merchants (in the meaning of the law) in relation to any transaction connected with their commercial enterprise.
6. No's 1 to 5 likewise apply in favour of the statutory representatives, employees, company and vicarious agents of Thyssengas and – No. 4 excepted – the Supplier.

Section 10 Termination for cause and withdrawal of pre-qualification

1. For cause (material reason) this contract may be terminated and/or the Supplier's pre-qualification Thyssengas' tendering procedures may be revoked. A material reason is established particularly if the Contractual Partner repeatedly infringes its contractual obligations, or if compulsory enforcement proceedings are initiated against it.
2. Termination for cause and the withdrawal of the pre-qualification must be notified in writing.

Section 11 Economic clause

This contract is based on the economic, legal, competitive and technical circumstances existing at the time of its conclusion. In the event of a fundamental change to these circumstances, with the consequence that it no longer is tenable to expect one of the Contractual Partners to maintain one or more contractual provisions, the Contractual Partner affected may demand that the other agrees to a corresponding modification of the contractual provisions.

Section 12 Severability clause

1. If any of the provisions of this agreement are or become ineffective or unenforceable, this shall not prejudice the effectiveness of the remaining provisions.
2. The Contractual Partners undertake to replace any ineffective or unenforceable provision with an effective or enforceable one, which must closely achieve the economic objective of the original. This correspondingly applies to gaps in the provisions.

Section 13 Legal venue and applicable law

1. All disputes arising from this contract shall be resolved before the court of law with jurisdiction. The legal venue is Dortmund.
2. This contract shall be governed solely by the law of the Federal Republic of Germany excluding the referring rules of private international law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

Section 14 Language, contractual amendments and written form

1. The English version of this master agreement serves only for informational purposes, in case of any discrepancies between the German and the English version hereof, the German version shall prevail.
2. Amendments and/or additions to this contract must be made in writing in order to be valid. This applies equally for amendments to this provision requiring use of the written form.

Section 15 Contractual term

The contract commences on 01.02.2020, 6:00 hrs and shall end on 01.04.2020 at 6:00 hrs.

_____, _____
Place date

Dortmund, date _____

Signature of the Supplier

Thyssengas GmbH