

**General Terms and Conditions
for the Use of the Online Inclusion System
of Thyssengas for Shippers
dated 11 November 2016**

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Section 1 Validity and scope

The online inclusion system of Thyssengas for shippers (EESy) is available to include entry and exit points in balancing groups or sub-balancing accounts. These terms and conditions apply for the use of the online inclusion system.

The inclusion of points at which the shipper has acquired day-ahead-capacities or within-day capacities via auction is not made by the online inclusion system of Thyssengas.

Section 2 Registration

The use of the online inclusion system is allowed for shippers who are registered for the use of the capacity platform PRISMA European Capacity Platform GmbH (in the following "PRISMA") and are approved by Thyssengas. Thyssengas will submit the access data for the use of the online inclusion system (EESy) to the shipper together with the successful approval for the use of PRISMA. No further registration is necessary.

The use takes place through the shipper himself or through the statutory representatives he registered at PRISMA (in the following "user"). All actions by the user within the scope of the online inclusion system confer rights and impose obligations upon the shipper.

Section 3 Inclusion of points in balancing groups or sub-balancing accounts

The inclusion of points in balancing groups and sub-balancing accounts is provided in the general terms and conditions for entry and exit contract (entry-exit system) of Thyssengas as amended. An inclusion in balancing groups or sub-balancing accounts which have not been submitted to Thyssengas by the market area coordinator is not possible.

Section 4 Right to use limited to the technical availability

The right to use the online inclusion system exists solely to the extent that the state of the art and the technical availability of the system will allow. Thyssengas may temporarily limit the service scope of the system if and to the extent that this is necessary to guarantee the security and integrity of the system or to implement technical measures required to provide the service. The same applies in case of faults which are unforeseen or which, without limitation, are due to a power system failure or to hardware and/or software faults and which result in a total or partial outage of the online inclusion system. In such cases, there shall be no right to use the online inclusion system. Thyssengas shall in such cases promptly notify the shippers affected in an appropriate manner, minimise the impact on the shippers so far as possible and without undue delay restore the availability of the online inclusion system so far as it is commercially reasonable.

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The use of the online inclusion system is accordingly restricted or not possible for the duration of the restricted availability or non-availability as described in the preceding paragraph. Ongoing processes will be aborted. Thyssengas shall notify the shipper if said processes can be recovered at a later time.

Section 5 Obligations of the shipper

The shipper shall be obligated to use the online inclusion system of Thyssengas only in accordance to the statutory provisions, the public decency as well as the provisions of these general terms and conditions of the online inclusion system of Thyssengas.

Section 6 Exclusion from the use of the online inclusion system

A shipper can be excluded from the use of the online inclusion system with immediate effect for reasonable cause ("wichtiger Grund"). A breach against Section 5 of these general terms and conditions shall particularly be deemed to be a cause for the exclusion.

Once the shipper has been deactivated from the use of PRISMA, the shipper will immediately be excluded from the use of the online inclusion system.

In case of exclusion from the online inclusion system Thyssengas will block the access and inform the shipper by email.

Section 7 Termination of operation

Thyssengas reserves the right to terminate the operation of the online inclusion system. This will in particular be the case if the inclusion of entry and exit points has to be carried out only via PRISMA.

Section 8 Handling and use of access data

The shipper shall be obligated to use the access data provided to him with due care. Without limitation this includes protecting the access data from unauthorized use by third parties. The shipper shall promptly notify Thyssengas if the access data have gone astray or if there is reasonable suspicion that they are in the possession of unauthorized third parties.

Section 9 Collection and use of data

Thyssengas shall be entitled to gather, store and process data received from the shipper as part of the use of the online inclusion system and as permitted under data protection acts.

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Section 10 Communication

Unless these general terms and conditions explicitly provide something else, the communication between Thyssengas and the shipper regarding the inclusion of entry and exit points shall only be made via the online inclusion system and beyond the functionality of the online inclusion system via email. As far as declarations of intent of the shipper are sent to Thyssengas via email, they shall be sent to the following email address in order to be effective: eesy@thyssengas.com.

Section 11 Liability

Thyssengas shall be liable for death, personal injury or damage to health in accordance with the statutory regulations. For other damages Thyssengas shall only be liable if these have been caused willfully or grossly negligent by Thyssengas itself, a statutory representative or a vicarious agent ("Erfüllungs- und Verrichtungsgehilfe") or in the event of any culpable breach of material contractual obligations. Material contractual obligations are obligations the performance of which is prerequisite to the proper performance of the contract, and the performance of which the parties to the contract normally rely on and may at all times expect. In the event of a breach of a material contractual obligation the liability is limited to the loss or damage typically foreseeable in connection with such contracts. Loss or damage typically foreseeable is loss or damage a party to the contract foresaw as a possible consequence of a breach of contract or ought to have foreseen as a possible consequence of a breach of contract under the circumstances of which the party was aware at that time or ought to have been aware at that time if it had exercised due care ("verkehrsübliche Sorgfalt").

Section 12 Amendments of these general terms and conditions

These general terms and conditions can be amended at any time. The amended general terms and conditions become effective from the time of their publication under www.thyssengas.com.

Section 13 Severability

If any provision of these terms and conditions is or becomes ineffective or inoperable, the other provisions of these terms and conditions shall remain in full force and effect.

The ineffective or inoperable provisions will be replaced by provisions with as near as reasonably possible the commercial and financial effect intended by the provisions so replaced. This shall apply mutatis mutandis to matters not provided for in this general terms and conditions.

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Section 14 Venue for disputes and applicable law

1. These general terms and conditions, their interpretation as well as any disputes arising from these general terms and conditions shall be submitted to German law. The UN Convention on Contracts for the International Sale of Goods shall not apply.
2. Only the German version of these general terms and conditions is legally binding for the use of the online inclusion system. Any version not being drafted in German language is solely served for information purposes. In case of any contradiction between the German text and the text drafted in another language the German text shall prevail over the other text.