Terms and Conditions for Participating in Auctions Held by astora via PRISMA Capacity Platform

A. General provisions
1. Introduction

1. astora GmbH (hereafter referred to as **astora**) offers storage capacity at different storage locations (Haidach, Jemgum, Rehden). In order to market such capacities **astora** carries out auctions using the PRISMA Capacity Plattform (hereafter referred to as **PRISMA**) and does not offer its capacity via an own Plattform.

2. **Market** participants who wish to participate in the above mentioned auctions (hereafter referred to as **"storage users"**) therefore need to be granted access to the **astora´s** auctions by **astora** and PRISMA.

3. **These** terms and conditions ("TCs") shall define the preconditions a **storage user** must meet in order to be granted access to the auctions from **astora** and the basic principles for the auctioning process via **PRISMA** Additional requirements for the use of the platform which are established by **PRISMA** are not subject to these conditions and at the **storage users´** sole discretion.

4. As a result of an auction (a) *Storage Services Agreement (s)* may be concluded on the basis of **astora´s** *General Terms and Conditions for Storage Access* and the respective **Storage Specification** for the **Gas Storage** in their respective valid versions. Such storage agreements are not subject to these TCs, nor does the acceptance and obedience of these TCs grant any right for **storage users** to conclude a Storage Services Agreement with **astora**.

2. Registration

1. A **storage user** who wants to registrate for participation in **astora´s** auctions via **PRISMA** has to submit the registration data required by **astora** accurately and in full.

   In order to registrate the **storage user** must submit the following documents to

   sales@astora.de

   - Current annual financial statement of the company, respectively of the shareholders in case an own financial statement is not available
   - Extract from the commercial register (not older than 3 months)
   - List of shareholders

2. For the registration of each natural person who shall be enabled to submit binding offers within the **astora** auctions via **PRISMA** a **power of attorney** by company (specimen attached to these **TC**s), sent to the **storage user** via e-mail by **PRISMA** or **astora** has to be completed and returned via e-mail. The power of attorney is also available in the download area of **astora** on **PRISMA** or on the **astora** web

page. The power of attorney needs to be signed by the future user of the platform as well as by two authorised signatories of the company and <u>submitted via e-mail.</u> Registration is completed within five working days of all registration requirements having been met when **astora** sends relevant confirmation using **PRISMA** to the person in question.

3. **astora** may not refuse registration without good cause. Good cause is present in particular if important technical, financial or security-related concerns exist.

3. Schedule of the Procedures

1. All applicable documents for the Auction Procedures will be published on the **PRISMA** website and on the website of **astora** latest one week before the auction takes place.

2. Storage **Users** who are registered according to these TCs can submit their binding offers on **PRISMA** within the call period on each of the auctioning days. Additional requirements by PRISMA for the participation in **astora** auctions of the Plattform must be met at **storage user´s** discretion.

3. By submitting a binding offer via PRISMA the **storage user**, limited to the product the offer is made for, bindingly declares to be willing to conclude a **Storage Services Agreement** with **astora** on basis of *astora´s General Terms and Conditions for Storage Access*, the relevant specific **Storage Specification** for the respective Gas Storage and other relevant Annexes e.g. the Operating Agreement.

4. A **Storage Services Agreement** is concluded when **astora** accepts the **storage customer´s** binding offer in writing (e-mail sufficient).

No later than half an hour after closing of the bidding period on the respective auctioning day, **astora** intends to have informed the **Storage Users** about the extent to that their offers have been accepted by **astora**. In general the declaration of **astora** will be transmitted to the **Storage User** via e-mail a few minutes after closing. This electronic declaration without signature forms the *Storage Services Agreement* and no separate contract document will be created. The *Storage Services Agreement* shall be valid and applicable upon the participant's receipt of the aforementioned declaration of **astora** to accept its offer. In case the **Storage User** receives no such declaration of **astora** until the point in time stated in sentence 1, the **Storage User** shall no longer be bound to its offer.

4. Capacity Allocation Principles within Auction

1. **astora** or **PRISMA** (doing the allocation on behalf of astora) is entitled to not accept offers by **Storage Users**, if such offers do not meet certain economic criteria laid down by **astora**. **astora** is not obliged to publish such criteria but will apply such criteria non-discriminatory to all **Storage Users**. All offers that meet the aforementioned criteria are "admissible offers".

2. **astora** evaluates all admissible offers submitted by registered **Storage Users** and allocates its *Storage Capacity* without discrimination to those **Storage Users** who made these admissible offers.

3. The admissible offers will be allocated to bundled and unbundled storage capacity in correspondence to the offers. The highest offers will be allocated preferentially. The amount of allocated bundles/unbundled capacity depends on the availability of such capacity.

4. All offers meeting the economic criteria of **astora** will be allocated and respectively accepted non-discriminatory. **astora** will allocate the requested bundled and/or unbundled capacity to the available bundled and unbundled *Storage Capacity.* The storage fee for the allocated bundled and/or unbundled capacity depends on the binding offer of the **storage user** per bundle/unbundled capacity and will be multiplied with the allocated bundles/unbundled capacity. In case the requests by storage customers exceed the available bundled/unbundled capacity the offer featuring the highest *Storage Services Fee* per bundle or unbundled *Storage Capacity* will be preferentially allocated.

5. An offer meeting the economic criteria of **astora** can also be partially accepted by **astora** in case it cannot be accepted in its entirety due to insufficient availability of bundles or unbundled *Storage Capacity*.

6. In case of two or more offers meeting the economic criteria of **astora** and that cannot be accepted in its entirety and feature the same *Storage Services Fee* the available bundles or unbundled *Storage Capacity* will be allocated pro rata on the basis of the upper allocation threshold of the respective bids. Thereby the allocated number of bundles might be rounded down to an integer, if necessary.

B. Final provisions

5. Legal Remarks

1. **astora** shall not be liable for the breakdown and / or any technical problems of the **PRISMA** prior to and / or during the Auction Procedures.

2. All Storage Users are obliged to treat all information confidentially they have received during the Auction Procedures.

3. These terms and conditions including enclosures shall be subject to and construed in accordance with German Law.

4. Should any individual provision or any part of any provision of these terms and conditions be or become void or unenforceable the validity of the remaining provisions shall in no way be affected. In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as closely as possible to the sense and spirit and purpose of these Terms and Conditions. This shall apply correspondingly to any regulatory gaps.

Power of Attorney

In terms of article 4 number 4 General Terms and Conditions for Use of the PRISMA Capacity Platform for Storage Users concerning SSO Services

With the power of attorney to act for
Company name: …………………………………………………........
Commercial register number: …………………………………………...........
Competent register court: …………………………………………...........

- hereinafter called: "**Storage User**" -

we / I authorize
first name and name of the user:
……………………………………………………………………………………………
…………main   office   location   in:
…………………………………………………………...
- hereinafter called: „**User**" –

to use all functionalities offered by PRISMA Capacity Platform on behalf of the Storage User, in order to conclude, in particular, storage contracts with **astora GmbH.**
Therefore the User is entitled to engage in all activities, to issue declarations of intend and to
accept declarations of intent, that are notably necessary for the conclusion of capacity contracts. In particular, this includes:

• submit binding auction bids;
• booking of capacity of products via FCFS;
• updating the master date of the Storage User.

place, date

_____

1. authorized signatory / company stamp
place, date

_____

2. authorized signatory / company stamp
place, date

_____

signature of the user / company stamp