



Master Agreement on the Sale and Supply of Fuel Gas Quantities

between

COMPANY

- hereinafter referred to as "FUEL GAS SELLER" -

and

NEL Gastransport GmbH

Kölnische Strasse 108-112

34119 Kassel, Germany

- hereinafter referred to as "NGT" -

- hereinafter also referred to jointly
as the "Parties" -

(Agreement ID: XX_NGT_VG_2021)

PART 1: GENERAL

Article 1 Subject matter of this Master Agreement

This Master Agreement defines the general arrangements for the sale and supply of fuel gas quantities in the form of high calorific value (CV) quality natural gas to NGT. The Parties shall define the details of the sale and delivery of fuel gas by the FUEL GAS SELLER in the individual agreement attached as an annex to the master agreement. The fuel gas quantities requested by NGT shall be procured by the FUEL GAS SELLER in its own name and on its own account. NGT shall request the required fuel gas quantities from the FUEL GAS SELLER via an Edig@s message. The agreement contains the arrangements for the supply, receipt and billing of the requested fuel gas quantities in the GASPOOL market area (and from 1 October 2021 in the Trading Hub Europe market area (THE)).

Article 2 Definitions

(1) The terms used shall have the following meanings:

1. **"Invitation to tender conditions"** denotes the terms and conditions for the invitation to tender for the procurement and supply of fuel gas quantities issued by GASCADE Gastransport GmbH in the version dated 8 February 2021.
2. **"Individual agreement for natural gas"** denotes the Annex to the Master Agreement defining the individual parameters for the supply and pricing of natural gas quantities (high CV quality).
3. **"GASPOOL"** denotes the GASPOOL market area.
4. **"Handover and takeover point"** denotes the virtual trading point at which the fuel gas quantities are handed over by the FUEL GAS SELLER to NGT. At the time the agreement was concluded this was the GASPOOL virtual trading point; from 1 October 2021 it is anticipated to be the Trading Hub Europe (THE) virtual trading point.
5. **Edig@s messages** – data transmission is based on the valid data format of the DVGW (German association for gas and water) or EASEE-gas.
6. **"Supply products"** are daily bands – natural gas.
7. **"Handling fee"** is the fee agreed with the FUEL GAS SELLER for the supply of natural fuel gas quantities and that is to be paid in accordance with the provisions of this Master Agreement.

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8. **"Gas day"** denotes the period of time from 6:00 a.m. CET on a calendar day to 6:00 a.m. CET of the next calendar day.
 9. **"CET"** denotes the statutory time in Germany.
 10. **"Spot price"** denotes the final settlement price on EEX in accordance with Article 9 (2).
 11. **"THE"** denotes the Trading Hub Europe market area anticipated from 1 October 2021.
 12. **"Business days"** are all days that are not Saturdays, Sundays or public holidays. If a day is a public holiday in one German federal state, it shall be regarded as a public holiday nationwide. 24 December and 31 December shall be regarded as public holidays every year.
- (2) 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 3 September 2010 in the version from time to time in force. All references to time relate to CET.



PART 2: RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 3 Contents of the individual agreement to the Master Agreement

- (1) The Individual agreement for natural gas (Annex to the Master Agreement) provides the basis for the sale and supply of fuel gas quantities by the FUEL GAS SELLER. The individual agreement must contain at least the following information (cf. Annex):
- The company name of the FUEL GAS SELLER
 - The contact data of the employees of the Parties responsible for contract processing
 - Balancing group or shipper code
 - Master Agreement ID
 - Designation of the product to be supplied
 - Hourly quantity
 - Designation of the handover and takeover point
 - Lot number
 - Details of the price / handling fee
- (2) The contents that can be specified in the individual agreement are defined in Articles 6 (Fuel gas quantity and period of time), 7 (Handover or takeover point) and 9 (Fee).
- (3) The Parties shall be obliged to notify each other about changes to the contact and handling data defined in the individual agreement, in writing and in good time with a period of notice of ten (10) business days.

Article 4 Formation of an individual agreement

The individual agreement shall be formed after being signed by NGT in accordance with the annex that has been sent and signed by the FUEL GAS SELLER in duplicate. The FUEL GAS SELLER shall receive a copy of the individual agreement that has been signed by NGT. It can be sent by post or e-mail.

Article 5 Obligations of the Parties, transfer of ownership and passage of risk

- (1) The FUEL GAS SELLER shall be obliged to provide and hand over to NGT a fuel gas quantity requested in accordance with Article 6 at the agreed handover or takeover point in accordance with Article 7. The FUEL GAS SELLER shall be at liberty to acquire the requested fuel gas quantities at the respective trading point or make them available at the handover and takeover point from another source.

- (2) NGT shall be obliged to take over a fuel gas quantity that has been requested in accordance with Article 6 and provided at the handover or takeover point agreed in Article 7 and to pay the FUEL GAS SELLER the fee as defined in Article 9.
- (3) Ownership of the fuel gas quantities and risk for them shall be transferred at the start of the hour that has definitively been allocated by the market area manager for the GASPOOL or THE market area.

Article 6 Fuel gas quantity and period of time

- (1) The fuel gas quantity requested by NGT is specified in kWh/h.
- (2) The requested fuel gas quantities for delivery day are distributed evenly over the twenty-four hours (daily band).
- (3) The individual request and provision shall be carried out with the same hourly quantities of 10 MWh or a multiple of 10 MWh. If NGT requests smaller hourly quantities, the FUEL GAS SELLER is required to supply these quantities to the best of its ability.
- (4) The maximum hourly quantity for the natural gas daily bands is defined in the Annex "Individual agreement for natural gas".
- (5) The supply period for which the fuel gas quantities are requested shall commence on 1 April 2021 at 6:00 a.m. and end on 1 April 2022 at 6:00 a.m. The standard trading products at the trading point in question must be taken into account in selection of the period of time between the start date and the end date.
- (6) Natural gas within the meaning of this Master Agreement means gases in gas family 2 in accordance with the Technical Rules of the DVGW for the gas quality high CV or low CV gas, Worksheet G 260 in the respective current version.

Article 7 Handover or takeover point

Fuel gas quantities shall be handed over to NGT at the GASPOOL trading point (and anticipated from 1 October 2021 at the THE trading point).

Article 8 Request for fuel gas quantities and confirmation

- (1) NGT must submit a message to the FUEL GAS SELLER by 12 noon before the start of each gas day on the amount to be supplied for the next gas day via an Edig@s message. NGT shall submit the message for the subsequent weekend and next Monday by no later than the Friday. Before nationwide public holidays in Germany, the message shall be submitted for the public holiday and the next gas day.

- (2) The FUEL GAS SELLER shall confirm the request concerning the amount to be supplied for each gas day by no later than 2 p.m. on the business day.
- (3) The right of NGT to request the fuel gas quantities from the FUEL GAS SELLER shall end when the agreement ends in accordance with Article 21 (2).

Article 9 Fee

- (1) The fee for natural gas to be paid by NGT to the FUEL GAS SELLER shall comprise a quantity-based fee per requested and provided MWh of fuel gas in accordance with Section (2) of this Article 7 and a handling fee in accordance with Section (4) of this Article 7.
- (2) The quantity-based fee for natural gas shall be as derived from the finally published European Gas Spot Index (EGSI) for the handover and takeover point on EEX (www.eex.com/spot-market-data) for the gas day in question.
- (3) If the spot price for the gas day used in accordance with Section (2) of this Article 7 is not published or is not published in a comparable manner, the Parties shall reach a different arrangement that corresponds as closely as possible to the economic rationale of the provisions on pricing.
- (4) The handling fee shall be in euros per requested and provided MWh of fuel gas in accordance with Annex "Individual agreement for natural gas".

PART 3: GENERAL PROVISIONS

Article 10 Taxes

- (1) The fees specified in this Master Agreement and the associated “Individual agreement for natural gas” shall be net fees; value-added tax at the applicable rate shall be charged separately on top of them.
- (2) The supplier shall pay all charges, fees, taxes and other costs incurred until the gas is handed over.
- (3) Irrespective of (2), NGT is registered as the supplier of natural gas in accordance with Section 38(3) of the Energy Tax Act and therefore responsible for payment of the natural gas tax.

Article 11 Invoicing and payment

- (1) The FUEL GAS SELLER shall invoice NGT monthly for the resultant fees in accordance with Article 9 for the requested and provided fuel gas quantities, taking into account Article 10 and with the total sum rounded to two (2) decimal places. Invoices shall be sent to the following e-mailbox: rechnungen@NGT.de.
- (2) NGT shall pay the invoice no later than ten (10) business days after receiving it. The payment shall be made by bank transfer of the amount in question to an account of the FUEL GAS SELLER to be specified on the invoice.
- (3) In the event of invoicing for the month of December, this shall take place on 01 December 2021 by means of a preliminary invoice that the FUEL GAS SELLER provides on the basis of forecast prices and quantities to be agreed with OGT. In the January of the following year, a final invoice shall be issued with the actual quantities and prices for the month of December.
- (4) Offsetting claims against the FUEL GAS SELLER or asserting a right of retention is only permissible if the claims are undisputed or an enforceable judgement has been rendered in respect of them.

Article 12 Violation of contractual obligations and termination for good cause

- (1) If, after NGT has called off fuel gas on time, the FUEL GAS SELLER fails to fulfil its contractual obligations in full or in part and the FUEL GAS SELLER is to blame for that, NGT shall be discharged from its obligation to pay for the affected fuel gas quantities. NGT shall be authorised, without the need for further warning, to reject further fulfilment and to replace the gas quantities with quantities from other FUEL GAS SELLERS. The right of NGT to claim damages shall remain unaffected.

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(2) This Master Agreement and its associated individual agreement can be terminated extraordinarily for good cause. Grounds for good cause shall include in particular:

- a) a Party repeatedly violates its contractual obligations;
- b) execution is levied on the assets of the other Party and is not averted within three (3) months.

Good cause in relation to the FUEL GAS SELLER shall also include if admission as a bidder has been withdrawn from the FUEL GAS SELLER in accordance with Section 2 (3) and Section 2 (9) Subsection 2 of the invitation to tender conditions.

(3) Measures defined in (2) of this Article 13 shall not be valid unless given in writing.

Article 13 Force majeure and impediments to performance

(1) The Parties shall be released from fulfilling their obligations if and to the extent they are prevented from fulfilling them due to force majeure or circumstances over which they have no control and which it would be unreasonable for them to avert considering the quid pro quo, even applying the due care and technical and economic means that can reasonably be expected. They shall include in particular, but not exhaustively:

- disruptions to delivery and procurement due to strikes,
- lockouts,
- legislative acts,
- official measures,
- power outage,
- natural disasters,
- terrorist attacks,
- outage of communications connections, and
- disruptions to operations, defects, and necessary repairs, but not the impossibility of paying money.

(2) The Party affected by force majeure shall notify the other Party immediately and inform it of the anticipated duration of the force majeure. The affected Party will use all technically possible and economically reasonable means to ensure that the requirements to fulfil this Master Agreement and the associated “Individual agreement for natural gas” are restored.

(2) Irrespective of (1) of this article, the Parties shall be released from fulfilling their obligations under this Master Agreement if work to maintain the pipeline system or measures to build new facilities or to modify or expand existing facilities (such as gas pressure regulating and metering stations, compressors, etc.) mean that NGT is not able to fulfil its obligations from the grid access contracts concluded.

- (3) Article 16 (2) of the Energy Industry Act (EnWG) shall not be affected.

Article 14 Liability

- (1) The Parties shall be liable without limitation for injury to life, body or health through fault on their own part and on the part of their own subcontractors and legal representatives; “fault” here shall denote intent and any type of negligence. The Parties shall furthermore be liable without limitation for loss or damage due to breach of obligations caused with intent or through gross negligence on the part of the Parties themselves, their subcontractors, and their legal representatives.
- (2) In cases of simple negligence, the Parties shall be liable only for loss or damage arising from the breach of contractual obligations that must be fulfilled to ensure proper implementation of the agreement and on the fulfilment of which the Party may usually rely (cardinal obligations). The Parties’ liability shall be limited to loss or damage that is typical of the agreement and was foreseeable when the agreement was concluded.
- (3) NGT shall not be liable for financial loss caused by measures under Article 16 (2) of the Energy Industry Act (EnWG).
- (4) The provision in Section 5 of the Gas Network Access Ordinance (GasNZV) shall not be affected.
- (5) Liability of the Parties under peremptory provisions of the Liability Act (*Haftpflichtgesetz*) and other legal provisions shall remain unaffected.
- (6) Sections (1) to (5) of this Article 15 shall also apply in favour of employees and agents of NGT. With the exception of Sections (3) and (4) of this article, this shall also apply mutatis mutandis to the FUEL GAS SELLER.

Article 15 Confidentiality and data protection

- (1) Subject to the provisions of Section (2) of this article, the Parties shall treat confidentially the content of this Master Agreement and the associated “Individual agreement for natural gas” and all information which they obtain in connection with the Master Agreement and the associated “Individual agreement for natural gas” (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 exclusively for the purpose of performing the Master Agreement and the associated “Individual agreement for natural gas”.
- (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 as defined in Article 15 of the Stock Corporation Act (AktG), provided that such a company is likewise obligated to maintain confidentiality,

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- 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 authorities (e.g. DEHSt (German Emissions Trading Authority) and the audit body responsible for auditing the emissions report).
- (3) The obligation to maintain confidentiality shall remain in force for a period of two (2) years after the expiry or termination of the Master Agreement.
- (4) NGT shall be entitled to transmit billing and contractual data to third parties in so far as and for as long as this is necessary for proper performance of this Master Agreement or the associated "Individual agreement for natural gas". The FUEL GAS SELLER hereby declares its acceptance of automated data processing by NGT or by a company commissioned by NGT in accordance with the provisions of data protection laws.

Article 16 Legal succession

- (1) Either Party shall be authorised to assign the rights and obligations under this Master Agreement and the associated "Individual agreement for natural gas" to a third party. The consent of the other Party shall be required for any such assignment. Said consent shall be denied only if the third party cannot reliably guarantee that this Master Agreement and the associated "Individual agreement for natural gas" will be fulfilled or if there is cause to justify refusing said consent.
- (2) The consent of the FUEL GAS SELLER shall not be required if NGT assigns the rights and obligations under this Master Agreement and the associated "Individual agreement for natural gas" to a company affiliated with NGT as defined in Article 15 of the Stock Corporation Act (AktG).
- (3) Section (2) of this Article 17 shall apply mutatis mutandis if NGT transfers network operation to a third party.

- (4) The consent of NGT shall not be required if the FUEL GAS SELLER assigns the rights and obligations under this Master Agreement and the associated "Individual agreement for natural gas" to a company affiliated with the FUEL GAS SELLER as defined in Article 15 of the Stock Corporation Act (AktG).

Article 17 Loyalty

If, during the term of this Master Agreement or the associated "Individual agreement for natural gas", the economic, legal and/or technical circumstances under which the contractual provisions were agreed change so significantly that a Party can no longer be reasonably expected to continue to abide by the contractual provisions because the Parties' intentions of achieving a fair balance between their mutual economic interests can no longer be fulfilled, the Party in question can demand that the contractual provisions be modified to reflect the change in circumstances.

Article 18 Severability clause

- (1) If one or more of the provisions of this Master Agreement or the associated "Individual agreement for natural gas" are or become invalid or unenforceable, that shall not affect the validity of the other provisions or the existence or continuation of this Master Agreement or the associated "Individual agreement for natural gas".
- (2) The Parties shall be obliged to replace the invalid or unenforceable provision with a new, valid and enforceable agreement which, in terms of economic success, is as similar as possible to said provision and which is valid at the time of said provision's invalidity or unenforceability.

Article 19 Written form

Amendments and additions to this Master Agreement or the individual agreement shall not be valid unless made in writing. This also applies to amendment to the requirement for written form.

Article 20 Place of jurisdiction and applicable law

- (1) The place of jurisdiction for any disputes arising from this Master Agreement and the associated "Individual agreement for natural gas" is Kassel, Germany. Disputes shall be ruled on by ordinary jurisdiction.
- (2) This Master Agreement and the associated "Individual agreement for natural gas" shall be governed solely by the law of the Federal Republic of Germany, to the exclusion of international private law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

Article 21 Effective date and term



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- (1) This Master Agreement shall come into force when it has been signed by both Parties.
- (2) This Master Agreement and the associated Annex "Individual agreement for natural gas" shall run from **6:00 a.m. on 1 April 2021, to 6:00 a.m. on 1 April 2022.**
- (3) The right to terminate the agreement for good cause shall remain unaffected.

Article 22 Integral elements, languages

- (1) The invitation to tender conditions and the Annex "Individual agreement for natural gas" are integral elements of this Master Agreement. If there is a conflict between the provisions of the above integral elements of this Master Agreement and this Master Agreement, the provisions of this Master Agreement shall have precedence.
- (2) This Master Agreement, including the individual agreement, shall be published in German and English. The German version of the Master Agreement shall prevail in case of inconsistencies between the two versions or different interpretations.

Place, date

Kassel, date

COMPANY

NEL Gastransport GmbH

Annex "individual agreement"

individual agreement to the Master Agreement on the Sale and Supply of Natural Gas Quantities
between

NEL Gastransport GmbH
Kölnische Strasse 108-112
34119 Kassel



and

NATURAL GAS SELLER:

Company:

Address:

Contact for contract processing:

Contact person:

E-Mail:

Phone:

Shipper- and balancing group :

NGT:

Contact for contract processing:

Contact person:

Irina Erbert on behalf of NGT

E-Mail:

irina.erbert@gascade.de

Phone:

+49 561 934 2923

Shipper- and balancing group :

GASPOOLEH2130000

Master Agreement-ID:

XX_NGT_VG_2021

Designation of the handover point:

Flat Daily Band - Natural Gas

Maximum hourly quantity:

100 MWh

Designation of the handover point:

GASPOOL Hub (from 1.10.2021 THE)

Lot number

1

Reference price:

EEX - European Gas Spot Index GASPOOL

Handlingfee [in Euro/MWh]:

Period of time:

01.04.2021 06:00 CET till 01.04.2022 06:00 CET

Place,

Kassel,

Company

NEL Gastransport GmbH