



Master Agreement on the Sale and Supply of Fuel Gas Quantities

- hereinafter referred to as “Master Agreement” -

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 referred to individually or jointly
as the “Parties” -

(Agreement ID: XX_NGT_VG_2022)

PART 1: GENERAL**Article 1 Subject matter of the agreement**

The parties shall define the details of the sale and demand-based supply of fuel gas quantities in the form of high calorific value (CV) quality natural gas (hereinafter referred to as “fuel gas”) by the Fuel Gas Seller to NGT under the terms and conditions of this Master Agreement and its Annex 1 “Data and price sheet”. To perform the Master Agreement, NGT shall request the required fuel gas quantities from the Fuel Gas Seller via an Edig@s message. The fuel gas quantities requested by NGT are to be procured by the Fuel Gas Seller in its own name and on its own account.

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 **7 February 2022**.
2. **“Data and price sheet”** denotes Annex 1 to the Master Agreement, in which the individual terms and conditions for the supply and pricing of fuel gas quantities in the form of natural gas and the information and data required to perform the contract are defined.
3. **“THE”** denotes the Trading Hub Europe market area.
4. **“Handover and takeover point”** denotes the virtual trading point THE (hereinafter referred to as “VTP THE”) at which the fuel gas quantities are handed over by the Fuel Gas Seller to NGT.
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 gas fuel gas quantities and that is to be paid by NGT in accordance with the provisions of this Master Agreement.
8. **“Gas day”** denotes the period of time from 6:00 a.m. CET/CEST on a calendar day to 6:00 a.m. CET/CEST of the next calendar day.
9. **“CET”** or **“CEST”** denotes the statutory time in Germany.



10. “**Spot price**” denotes the settlement price on EEX in accordance with Article 10 (2).

11. “**Business days**” denotes all days that are not a Saturday, Sunday or a public holiday in Germany. 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 otherwise 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, as amended from time to time.

All references to time relate to CET/CEST.



PART 2: RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 3 Supply of fuel gas

- (1) The Fuel Gas Seller undertakes to sell and supply fuel gas to NGT under the conditions defined in this Master Agreement and its Annex 1 “Data and price sheet”.
- (2) This Master Agreement does not constitute any obligation by NGT to request, receive or pay for a specific quantity of fuel gas from the Fuel Gas Seller. The annual quantity specified in the invitation to tender is a non-binding estimate.
- (3) Under this Master Agreement, NGT is authorised to request the supply of a specific hourly quantity for each calendar day as a daily band from the Fuel Gas Seller in accordance with Article 6, which corresponds to at least the “minimum hourly quantity” defined in Annex 1 “Data and price sheet” and at most the “maximum hourly quantity” defined therein. NGT must pay the agreed fee for fuel gas quantities requested by NGT and supplied by the Fuel Gas Seller.
- (4) The Parties shall be obliged to notify each other about changes to the contact and handling data defined in Annex 1 in writing and in good time with a period of notice of ten (10) business days.

Article 4 Formation of the Master Agreement

The Master Agreement shall be formed after two copies of the contract text and its Annex 1 that have been signed by the Fuel Gas Seller have been sent to NGT and signed accordingly by NGT. The Fuel Gas Seller shall receive a copy of the Master 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 and takeover point. 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 8 and to pay the Fuel Gas Seller the fee as defined in Article 10.

- (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 THE market area.

Article 6 Fuel gas quantity and period of time

- (1) NGT shall request the natural gas fuel gas quantities from the Fuel Gas Seller in kWh/h.
- (2) The requested fuel gas quantities for a delivery day shall be distributed evenly over 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 minimum and maximum hourly quantity for the daily bands is defined in Annex 1.
- (5) The supply period for which the fuel gas quantities are requested shall commence at 6:00 a.m. on 1 April 2022 and end at 6:00 a.m. on 1 April 2023. 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.

Article 7 Gas quality

Natural gas within the meaning of this Master Agreement is gas in gas family 2, group H in accordance with DVGW worksheet G 260:2021.

Article 8 Handover or takeover point

Fuel gas quantities shall be handed over to NGT at the VTP THE.

Article 9 Request for fuel gas quantities and confirmation

- (1) NGT must submit at most one message to the Fuel Gas Seller by 12:00 noon before the start of each gas day to request the amount to be supplied for the next gas day via an Edig@s message. The request for each gas day by NGT shall be between the minimum and maximum hourly quantity indicated in Annex 1.
- (2) NGT must submit the message for a request for a Saturday, Sunday and Monday by no later than 12:00 noon on the preceding Friday. Before public holidays, the message shall be submitted by no later than 12:00 noon on the day preceding the public holiday with the request for the public holiday and the next gas day.
- (3) The Fuel Gas Seller shall confirm the request concerning the amount to be supplied for each gas day by no later than 2:00 p.m. on the day of the request.

- (4) The right of NGT to request the fuel gas quantities from the Fuel Gas Seller under the terms and conditions of the Master Agreement shall end when the agreement ends in accordance with Article 24 (2).

Article 10 Fee

- (1) The fee for natural gas to be paid by NGT to the Fuel Gas Seller shall be the sum of a quantity-based fee for each requested and provided MWh of fuel gas in accordance with Section (2) of this Article 10 and a handling fee in accordance with Section (4) of this Article 10.
- (2) The quantity-based fee for fuel gas shall be determined for natural gas based on the EEX spot price published for Day-Ahead and Weekend, End of the Day in €/MWh at THE (www.powernext.com/spot-market-data) for the gas day in question.
- (3) If the spot price used for the gas day in accordance with Section (2) of this Article 10 is not published or is not published in a comparable manner, the Parties shall reach a different arrangement on payment for supply 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 1.

Article 11 Security for fulfilling the contract

- (1) If NGT deems it necessary, on the basis of the prequalification carried out to allocate the fuel gas quantities that are the subject of this agreement, in order to safeguard contract fulfilment, the Fuel Gas Seller shall provide security of XXX euros for fulfilling the contract to NGT ("cash security").

The security amount corresponds to the potential damage specified in the prequalification phase in accordance with the Invitation to tender conditions for the supply of fuel gas quantities to NGT that is the subject of this agreement.

- (2) The security for fulfilling the contract shall serve as security for all claims of NGT arising from the Master Agreement against the Fuel Gas Seller, in particular the entitlement to the supply of fuel gas quantities at the fee agreed in accordance with this Master Agreement.
- (3) The Fuel Gas Seller must provide the cash security by no later than 14 calendar days following the conclusion of this Master Agreement through a deposit into an account specified by NGT to the Fuel Gas Seller for this purpose.
- (4) The cash security shall bear interest at the base rate published by the German Bundesbank on the first bank business day of the respective billing month. Negative interest is excluded.
- (5) The Fuel Gas Seller shall be at liberty to furnish the security by providing a corresponding suretyship or corporate surety.
 - a) If the Fuel Gas Seller provides the security by means of a suretyship, this must be a directly enforceable suretyship, subject to German law and waiving the right to deposit the suretyship amount and defences of voidability, set-off and unexhausted remedies in accordance with Sections 770 and 771 of the German Civil Code (BGB), issued by a bank or insurer duly authorised to operate in the Federal Republic of Germany, or a German bank that is part of the German

savings and cooperative bank sector, although waiving the right from Sections 770 and 771 of the German Civil Code (Defences of set-off) shall not apply if the counterclaim of the Fuel Gas Seller is uncontested or has been finally and non-appealably established.

- b) If the Fuel Gas Seller provides the security by means of corporate surety (e.g. unrestricted letters of comfort and parent company guarantees), this must be unlimited directly enforceable corporate surety, subject to German law and waiving the right to deposit the liability amount and the defences of voidability, set-off and unexhausted remedies, although waiving the right to set-off shall not apply if the counterclaim of the Fuel Gas Seller is uncontested or has been finally and non-appealably established.

The company that provides the security as suretyship or corporate surety (surety provider) must have at least

- a Standard & Poor's long-term rating of BBB- or better,
- a Fitch rating of BBB- or better,
- a Moody's long-term rating of Baa3 or better,
- a Dun & Bradstreet credit rating with risk indicator 3 or better,
- a Creditreform rating (credit index score 2.0) of risk class I or II (according to Creditreform Rating Map Germany as amended); or if Creditreform rating (credit index score 2.0) risk classes are not available for the company, in accordance with the Creditreform rating (credit index score 2.0) the highest number of points within Risk Class II (according to Creditreform Rating Map Germany as amended) or fewer points.

Furthermore, the suretyship or corporate surety shall not be in an amount that exceeds 10% of the surety provider's liable equity capital. The Fuel Gas Seller shall submit evidence of this to NGT.

A time limit for the suretyship or corporate surety must not be set for a time prior to the end of the term of the Master Agreement plus two months.

The Fuel Gas Seller must provide the security as suretyship or corporate surety by no later than 14 calendar days following the conclusion of this Master Agreement by presenting the corresponding original certificate to NGT.

- (6) The Fuel Gas Seller shall bear the costs for providing the security.
- (7) If the Fuel Gas Seller does not meet its obligation to provide security for fulfilling the contract by no later than 14 calendar days following the conclusion of this Master Agreement, NGT shall be entitled to terminate the Master Agreement for cause immediately without any further notice.
- (8) In the case of cash security, the security must be paid back or, in the case of a suretyship or corporate surety, released in the original form without undue delay to the Fuel Gas Seller once the conditions for their being requested are no longer satisfied, but no earlier than two months after the end of the term of this Master Agreement.



- (9) Existing security shall be replaced or reduced (pro rata) at the request of the Fuel Gas Seller if it is no longer required to cover the risk associated with fulfilling the contract (potential damage) after the fuel gas quantities have been settled.

SPECIMEN



PART 3: GENERAL PROVISIONS

Article 12 Taxes

- (1) The fees specified in this Master Agreement and its Annex 1 shall be net fees. The Fuel Gas Seller shall invoice the net fees plus the applicable value-added tax shown as a separate item.
- (2) The Fuel Gas Seller shall pay all charges, fees, taxes and other costs incurred until the gas is handed over to NGT.
- (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 obliged to pay the natural gas tax. NGT shall provide the Fuel Gas Seller with respective proof (confirmation by the main customs office) upon due request.
- (4) NGT shall inform the Fuel Gas Seller immediately of the status of NGT as supplier in accordance with the EnergieStG changes. If the status of NGT as supplier changes and natural gas deliveries under this Agreement are consequently covered by the scope of Section 2 of the German Fuel Emissions Trading Act (BEHG) (Fuel Gas Seller becomes the distributor according to BEHG), the Fuel Gas Seller as the responsible party (distributor) in accordance with Section 3(3) of the BEHG shall meet the obligations according to the BEHG, shall purchase the necessary quantity of emission certificates for NGT based on the existing data and information from NGT and shall charge the related costs (plus transaction costs) to NGT.

Article 13 Invoicing and payment

- (1) The Fuel Gas Seller shall invoice NGT monthly for the resultant fees in accordance with Article 10 for the requested and provided fuel gas quantities, taking into account Article 12 and with the total sum rounded to two (2) decimal places. Invoices shall be sent to the following e-mailbox: rechnungen@nel-gastransport.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 being 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 must take place on 1 December 2022 by means of a preliminary invoice that the Fuel Gas Seller provides to NGT on the basis of forecast prices and quantities to be agreed with NGT. In the January of the following year, a final invoice shall be issued with the actual quantities and prices for the month of December, minus the amount paid by NGT on the preliminary invoice.

- (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 14 Violation of contractual obligations and termination for good cause

- (1) If, after NGT has requested 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. NGT's right to claim damages shall remain unaffected.
- (2) This Master Agreement and its associated Annex 1 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.

Cause in relation to the Fuel Gas Seller also exists if, in accordance with Article 2 (3) of the Invitation to Tender Conditions has been withdrawn from the Fuel Gas Seller.

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

Article 15 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,
 - epidemics and pandemics,
 - 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 are restored.

(3) 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.

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

Section 16 Liability

(1) The Parties shall be liable without limitation for injury to life, body or health through fault on their own part or on the part of their own subcontractors or legal representatives; "fault" here shall denote intent and every 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 or 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 performance of the contract in the first place 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 Third Party 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.

Section 17 Confidentiality

(1) Subject to the provisions of Section (2) of this article, the Parties shall treat confidentially the content of this Master Agreement and all information which they obtain in connection with the Master Agreement (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 obtained exclusively for the purpose of performing this Master Agreement.

- (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,
 - 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. German Emissions Trading Authority (DEHSt) and the audit body responsible for auditing the emissions report, the German Federal Network Agency (BNetzA)).

NGT shall also be entitled to disclose confidential information in connection with queries on statistics recording to the competent authority (in particular the Hessian State Statistical Office).

- (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.

Article 18 Data protection

- (1) 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. 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.
- (2) As part of the invitation to tender, the Parties process personal data of employees, assistants or vicarious agents (other data subjects within the meaning of Article 14 GDPR), which they receive from the other Party, in order to take steps prior to entering into the contract, including communication and billing (Article 6 (1) point (b) GDPR), to comply with a legal obligation (Article 6 (1) point c) GDPR) or for the purpose of legitimate interests (Article 6 (1) point f) GDPR). They also process

personal data that they were permitted to obtain from publicly available sources, e.g. from commercial registers and the Internet.

- (3) If it is necessary in this context to pass on personal data of one Party's employees, assistants and vicarious agents (other data subjects) from that Party to the respective other Party, and/or employees, assistants or vicarious agents contact the respective other Party at the request of the first Party, the Parties mutually undertake to comply with the duties of the respective other Party to provide information in accordance with Article 14 GDPR.

Article 19 Legal succession

- (1) Either Party shall be authorised to assign the rights and obligations under this Master Agreement to a third party. The prior 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 will be fulfilled or if there is good cause to justify refusing said consent.
- (2) If NGT assigns the rights and obligations under this Master Agreement to a company affiliated with NGT as defined in Section 15 of the Stock Corporation Act (AktG), the Fuel Gas Seller's consent is not required.
- (3) Section (2) of this Article 17 shall apply mutatis mutandis if NGT transfers grid operation to a third party.
- (4) If the Fuel Gas Seller assigns the rights and obligations under this Master Agreement to a company affiliated with the Fuel Gas Seller as defined in Section 15 of the Stock Corporation Act (AktG) and that fulfils the requirements specified in the Invitation to Tender Conditions, NGT's consent is not required.

Article 20 Loyalty

If, during the term of this Master Agreement or the individual agreement, 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 21 Severability clause

- (1) If one or more of the provisions of this Master Agreement are or become invalid or unenforceable, that shall not affect the other provisions or the existence or continuation of this Master Agreement.

- (2) The Parties shall be obliged to replace the invalid or unenforceable provision with effect as of the time of said provision's invalidity or unenforceability with a new, valid and enforceable agreement which, in terms of economic success, is as similar as possible to said provision.

Article 22 Written form

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

Article 23 Place of jurisdiction and applicable law

- (1) The place of jurisdiction for any disputes arising from or in connection with this Master Agreement is Kassel, Germany. Disputes shall be ruled on by ordinary jurisdiction.
- (2) This Master Agreement shall be construed and be subject to the laws of the Federal Republic of Germany with the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and (ii) the applicable law rules in Germany on the conflict-of-laws.

Article 24 Effective date and term

- (1) This Master Agreement shall come into force when it has been signed by both Parties.
- (2) The term of the Master Agreement, including its Annex 1, shall commence **at 6:00 a.m. on 1 April 2022** and end **at 6:00 a.m. on 1 April 2023** without requiring notice of termination.
- (3) The right to terminate the agreement for good cause shall remain unaffected.



Article 25 Integral parts of the Master Agreement, languages

- (1) The Invitation to Tender Conditions and Annex 1 “Data and price sheet” are integral parts of this Master Agreement. If there is a conflict between the provisions of the above integral parts of this Master Agreement and this Master Agreement, the provisions of this Master Agreement shall have precedence.

- (2) In the event of any discrepancy between the German and English version of the Master Agreement, on the German version shall be decisive and binding for the Parties. The English translation is for convenience only.

Place, date

Kassel, date

COMPANY

NEL Gastransport GmbH

data and price sheet
Annex 1 to the Master Agreement on the Sale and Supply of Natural Gas Quantities
between

NEL Gastransport GmbH
Kölnische Strasse 108-112
34119 Kassel



and

fuel gas seller:

Company:

Address:

Contact for contract processing: Contact person:

E-Mail:

Phone:

Shipper- and balancing group :

NGT:

Contact for contract processing: Contact person:

E-Mail:

Phone:

Shipper- and balancing group :

Master Agreement-ID:

Designation of the handover point:

Minimum hourly quantity:

Maximum hourly quantity:

Designation of the handover point:

Reference price:

Handlingfee [in Euro/MWh]:

Period of time:

Place,

Company