

## General terms and conditions

of the Storage Operator (SSO) TEP Thüringer Energie Speichergesellschaft mbH  
for the storage use of the underground storage facility Allmenhausen

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## Preamble

On the basis of the following general terms and conditions, the Storage Operator provides the use of working gas volumes as well as the intermediate storage of injection and withdrawal volumes of gases of the second gas family as per DVGW (German Technical and Scientific Association for Gas and Water) – worksheets G260 and G262 – to storage customers in their underground gas storage facility Allmenhausen (hereinafter referred to as: UGS Allmenhausen).

## § 1 Glossary

Under these general terms and conditions the following terminology means:

<b>Terminology</b>	<b>Definition</b>
Allocation	is the distribution gas quantities to a balancing group of the storage customer
Working gas/ Working gas volumes (AGV)	is the extractable quantity of gas of the underground storage facility. Storage customers will order AGV together with exit and entry volumes on a pro rata basis corresponding to their allocated proportion. The unit is m <sup>3</sup> or kWh.
Nomination	is the notification of gas volumes in kWh/h that can be taken over or transferred within a specific period of time.
Gas	is any gas as per the second gas family in accordance with the DVGW – worksheets G260 and G262
Exit and entry volume	is the capacity of an underground storage facility for the exit and entry of working gas volumes in relation to time. The unit is m <sup>3</sup> /h or kWh/h.
Bundled storage package	is the standard product with a fixed working gas volume/proportion of exit and entry volume as well as a minimum duration.
Unbundled storage package	are any negotiated storage products that differ from the standard product.
Reference gross calorific value	is the volumetric storage parameters that are converted into energetic storage parameters using a gross calorific value of 11.1 kWh/m <sup>3</sup> .
Gas day	commences at the hour from 0600 hrs to 0700 hrs and ends on the following day at the hour from 0500 hrs to 0600 hrs.
Weekly nomination	starts on the gas day Monday and ends on the gas day Sunday of the same week.
Characteristic Curves	is the illustration of the exit and entry volumes in relation to the working gas volume. This will result in a filling-level-dependent maximum exit and entry volume that those storage customers using the standard product shall adhere to when the storage facility is being operated.
Main flow direction	describes the preferred direction of storage operation in relation to time.
Delivery point	describes the property line between the storage facility UGS Allmenhausen and the upstream and downstream network operators.
Capacity shortage	emerges when the number of storage packages requested for use exceeds the number of not marketed storage packages.
Fill level specifications	Reference date-related filling level as a percentage of the working gas volume of the storage facility in accordance with the legal requirements The fill level specifications are allocated proportionally to the respective storage contract depending on the booked AGV.
Storage year	Period from 6:00 AM 1 May of a calendar year until 6:00 AM 1 May of the following year

## § 2 Conclusion of contract

The storage use is based on a storage contract that will be concluded between the Storage Operator and the Storage Customer using the sample contract attached in appendix 1, that supplements the provisions of the general terms and conditions.

## § 3 Storage use

The Storage Operator shall hold the storage capacity for the agreed working gas volume (AGV) and the agreed injection and withdrawal rate in the storage facility for the Storage Customer.

He takes over the injection, storage and withdrawal of the gas to the stipulated extent.

Exit or entry gas shall be provided at the delivery point as is shown in appendix 2. The identity of the gas and its calorific value will not be secured when it comes to storage usage. The gas will remain the (co-)ownership of the Storage Customer. The scope of the (co-)ownership depends on the energy content.

## § 4 System services

The Storage Operator provides further system services to the Storage Customer. For this he can commission further service operators.

- Nomination management (processing of (re-)nominations)
- Measurement of injected and withdrawn working gas
- Allocation of the working gas
- Management and forwarding of storage accounts in kWh

## § 5 Storage products

Depending on availability, the Storage Customer can make use of the following listed storage products on interruptible basis: The probability of interruption is defined in § 18 Availability.

- bundled storage packages
- unbundled storage packages

The Storage Operator provides the following described interruptible product as bundled standard storage package, which is in accordance with the technical interpretation at the UGS Allmenhausen and has a reference gross calorific value of 11.1 kWh/m<sup>3</sup>:

Working gas volume	Maximum exit volume	Maximum entry volume
1,000 mN <sup>3</sup> per package	0.5 mN <sup>3</sup> /h per package	0.806 mN <sup>3</sup> /h per package
11.1 MWh per package	5.55 kW per package	8.947 kW per package

The duration of the bundled standard product is one year or the integral multiple thereof starting on the gas day 1 May at 6:00 AM of the year to the gas day 1 May at 6:00 AM of the following year. The Storage Customer can order one or several bundled storage packages.

The availability of non-marketed storage packages is disclosed on the homepage of the Storage Operator.

The allocation on non-marketed storage packages will be in chronological sequence of contract conclusion.

In addition to that, the Storage Customer can inquire about and conclude unbundled storage packages from the Storage Operator, which differ from bundled standard packages in terms of duration and bundling.

## § 6 Secondary marketing

With regard to of storage volumes and capacities, the Storage Customer reserves the right to provide any rights acquired from the Storage Operator to third parties. He will notify the Storage Operator thereof by 12 working days prior to the conclusion of the appropriate contract at the latest, including the following information:

- Identity of the transferring and the transferred Storage Customer
- Subject matter of the transfer (value of the transferred storage package)
- Balancing group of the third party receiving exit and entry volumes
- Period of transfer

In the event of secondary marketing, the Storage Customer will basically remain the sole contractual partner of the Storage Operator (subleasing option). In this case, there will be no transfer of contract to the third party. The Storage Customer shall administer any rights and obligations arising from the secondary marketing with third parties; this being by means of a separated contract, taking into account the provisions of Article 7 of these Terms and Conditions accordingly.

Any transfer of rights and obligations to third parties regarding the storage contract shall only be possible with mutual consent of the Storage Operator (contract transfer option).

#### **§ 7 Level specifications/provision of unused storage capacities**

1) The Storage Customer and the Storage Operator are aware that the gas storage facilities operated by the Storage Operator pursuant to Section 35 b EnWG [Energy Industry Act] (in the version of 26/04/2022) must have filling levels with regard to the Working Gas Volume defined by law or by statutory order of the Federal Ministry of Economics and Climate Protection (BMWK) in the period from 1 October of a calendar year to 1 February of the following year. As of 26/04/2022, the following fill levels are defined.

- On 1 October: 80%
- On 1 November: 90%
- On 1 February: 40%

The Storage Customer and the Storage Operator are aware that the Fill Levels and/or Cut-off Dates defined above may be changed at any time by the legislator in the EnWG or by statutory order of the BMWK. In the event of a corresponding change, the changed level specifications and/or cut-off date specifications shall apply immediately as of the point in time between the Storage Customer and the Storage Operator as of which the change becomes effective according to the law or the ordinance and without the need for an amendment of these Terms and Conditions. The Storage Operator shall inform the Storage Customer about the change without undue delay after the publication of the legal ordinance.

2) The Storage Customer shall be obliged to prove to the Storage Operator in writing by 1 June of each year at the latest that the Storage Customer has concluded corresponding gas supply contracts for the filling of the Storage Facility which ensure in principle and in scope that the working gas volume booked by the Storage Customer in the respective storage year is used in compliance with the filling level specifications as of the cut-off date.

3) The Storage Customer whose unused storage capacity is made available to the market manager within the meaning of Article 7 Paragraph 3 shall also remain obliged to pay the agreed fees for storage use for this capacity made available.

4) Both the Storage Customer and the Storage Operator are aware that the Federal Ministry of Economics and Technology (BMWK) is entitled to define procedures deviating from the provisions of Article 7 Paragraphs 2 and 3 with regard to the provision of unused capacities by the Storage Customer by means of a statutory order at any time. Insofar as the BMWK makes use of the power to issue an ordinance, the provisions set out in the ordinance on the procedure for the provision of unused capacities shall apply in place of the provisions set out in Article 7 Paragraphs 2 and 3 from the time of the effectiveness provided for in the ordinance. This shall only apply to the extent that the provisions of the Ordinance contain provisions that contradict the provisions of Article 7 Paragraphs 2 and 3 or go beyond them in terms of content and scope. The Storage Operator shall inform the Storage Customer without undue delay after the publication of the Statutory Order about its contents and the resulting changes and/or amendments with regard to the Terms and Conditions.

#### **§ 8 Deprivation of storage volume and capacity**

Irrespective of the application of § 7 of this condition, the Storage Customer and the Storage Operator commit to contractually agreeing storage volume and capacity of the UGS Allmenhausen only to such an extent that these will be actually occupied by the Storage Customer. Hoarding of unused storage volume by the Storage Customer shall be prevented as a matter of principle.

In the event that the Storage Customer does not use ordered storage packages over a longer period of time or only to minor extent, and if, in such an event the storage facility is affected by a capacity shortage, the Storage Operator will – upon showing evidence of such capacity shortage - request the Storage Customer to offer unused storage packages of an explicitly stated amount and within a stated deadline to a third party, or to release this capacity to the Storage Operator at their written demand. If the Storage Customer fails to comply with this request within a given deadline, the Storage Operator reserves the right of deprivation of unused storage packages through written statement.

The Storage Customer reserves the right to object this deprivation within a deadline of one calendar month in writing, if he states exactly why and on what purpose he will use those unused storage packages in the near future.

The Storage Operator will examine the objection. He will then notify the Storage Customer of the conclusion by giving reasons. The adjustment of the storage packages shall be effected in the scope required by the Storage Operator after the expiry of the deadline for objection, or after rejection of the objection.

The Storage Customer is free to commence legal proceedings upon the deprivation of storage volume and capacity.

### **§ 9 Nomination management**

The Storage Customer nominates the injection and withdrawal volumes for a complete gas day by way of weekly and daily nominations. This shall be done by sending an email to the Storage Operator. This shall be done at the latest by 2:30 p.m. on the last day preceding the gas day relevant for nomination for daily nominations and by 3:00 p.m. on Thursdays and Mondays of the preceding week for weekly nominations. The Storage Customer has the right to conduct a re-nomination which is subject to a lead time of at least 2 hours and upon presentation of an appropriate daily or weekly nomination.

Any other form of nomination than the one described in sentence 1 (electronic mail) requires the consent of the Storage Operator.

Volumes per hour shall be nominated.

If the Storage Customer does not make any nominations, a blank value will be reported to the balancing group manager.

Please see appendix 4 for details regarding the procedure of nomination, net operation mode and reverse flow direction.

### **§ 10 Management of a storage account**

The Storage Operator shall keep a contract-related storage account which includes the association of monitored storage mapping in the unit kWh.

The Storage Operator shall notify the Storage Customer of the end-of-month storage balance by the 8th working day of the following month. This notification of the storage balance can also be effected via email to an email address named by the Storage Customer. If the Storage Customer does not object to the storage balance given in the statement within four weeks after receipt of the statement, the stated storage balance shall be understood as agreed. Irrespective of the explicit or implied approval of a storage account balance, the right of the Storage Customer to keep records of any incorrectness of the last approved storage account balance shall remain unaffected.

Upon expiry of the contract for each storage product the balance of the stored gas of the Storage Customer has to be zero (0).

### **§ 11 Allocation**

The billing of exit and entry volumes of natural gas is to be effected on the basis of the allocation procedure "Allocation like nomination".

### **§ 12 Gas composition**

As regards its composition and its combustion characteristics, the injected and withdrawn gas shall comply with a gas of the second gas family in accordance with the DVGW provisions (worksheets G260 and G262).

### **§ 13 Technical storage parameters**

The UGS Allmenhausen has the following storage parameters (converted on the basis of the reference gross calorific value):

- Working gas volume: 62 million m<sup>3</sup>N (688 million kWh)
- Exit volume: max. 31,000 m<sup>3</sup>N/h (344,100 kW) at min. 40 barü
- Entry volume: max. 50,000 m<sup>3</sup>N/h (555,000 kWh/h) at max. 15 barü

Any injection and withdrawal of gas at the UGS Allmenhausen is operated without a compressor (station). The actual maximum exit and entry volumes depend on the characteristic curves as per appendix 3 as well as on the pressure of the upstream and downstream network.

In accordance with a non-discriminating storage access the resulting technical restrictions (appendix 3 characteristic curves) shall apply for all Storage Customers ordering a standard product likewise.

#### **§ 14 Injection and withdrawal period**

- Injection is within the period of 1st May, 0600 hrs to 1st October, 0600 hrs
- Withdrawal is within the period from 1st October 6:00 am till 1st May 06:00 am

Taking the procedure of nomination, net operation mode and reverse flow direction (appendix 4) into account, the storage facility can also be operated in reverse main flow direction.

#### **§ 15 Scheduling of storage use**

- For reasons of storage dynamics, a frame technology given by the Storage Operator to inject major quantities has to be observed and carried out during the injection period.
- One month prior to the exit of gas, the Storage Operator will schedule the frame injection technology applicable in each case, after consultation with the Storage Customers and the protection of their interests.

#### **§ 16 Measurement**

The calibrated measurement of the gas volume and the gas composition of the physically injected and withdrawn quantities of gas is carried out at the delivery point of the UGS Allmenhausen. The allocation of the exit and entry gas volumes of the storage users is effected in accordance with the procedures described in § 10.

#### **§ 17 Storage fee and network access**

The Storage Customer pays fees for the services offered by the Storage Operator as per appendix 5. The contractual owed annual fee is calculated from the price for the number of ordered storage packages (capacity fee), the fee for the system services as well as an excess charge for granted capacity excess of stipulated maximum exit and entry volumes, if applicable. For any unbundled storage products, the storage fee stipulated in the contract is obligatory.

In accordance with appendix 5, and as far as applicable, the Storage Customer has to bear additional costs for network access regarding exit and entry volumes.

#### **§ 18 Billing and settlement**

Any stipulated fees will be billed to the Storage Customer by the Storage Operator together with statutory taxes and charges. Any invoice amounts shall be transferred to an account named by the Storage Operator in his invoices.

Any stipulated annual fees (capacity fee and the fee for the system services of the standard product) shall be settled as monthly rates, made of one 12ths of the annual fee plus taxes and charges. Billing has to be by the 5th working day of a calendar month with settlement due by 10 working days after receipt of invoice.

Any payment obligations arising from capacity excess of the Storage Customer will be billed in the month following the excess to be settled by 10 working days after receipt of invoice.

The Storage Customer can offset claims arising from the storage contract only against undisputed or legally determined claims. The same applies for the right of lien.

#### **§ 19 Availability**

The Storage Operator shall – in appropriate scope – determine time periods for projectable technical maintenance measures as well as for measures regarding the construction, renovation and extension of contract-relevant plants and facilities. Minimum limitations with regard to the storage availability shall be a provision for the execution of such activities mentioned above. All Storage Customers shall be notified of the period of annual interruption of operation 1 calendar year in advance and in an appropriate manner. The Storage Operator shall determine such interruption for a maximum period of 3 weeks.

Availability of entry: 99 percent on the basis of the withdrawal period determined in § 14, exclusive of the above mentioned scheduled annual interruptions of storage operation as well as a pressure in the downstream network of max. 15 barü.

Availability of exit: 99 percent on the basis of the injection period determined in § 14, exclusive of the above mentioned scheduled annual interruptions of storage operation as well as a pressure in the upstream network of min. 40 barü.

In addition to this, the Storage Operator reserves the right of interrupting storage services at any time and without prior notice, or of rejecting confirmed nominations retrospectively, if applicable, as long as this is necessary, appropriate and reasonable and protects the interests of the Storage Customers, in order to:

- a) avoid imminent hazards affecting the health and safety of persons or assets of substantial value; or
- b) ensure that damages from other Storage Customers or damaging effects to the facilities of the Storage Operator through third parties will be avoided.

The storage services shall only be interrupted to such an extent as they are truly essential for the rectification of the obstacles. Any necessary unscheduled or short-term interruption shall be followed by immediate notification of the Storage Customer thereof. In the event that the above mentioned availability is not met, the storage fee will be refunded by the Storage Operator precise to the day.

#### **§ 20 Reduced exit and entry volumes as well as working gas volumes**

If the stipulated storage services and/or volumes to be made available to the Storage Customer are reduced for reasons that are not attributable to the Storage Operator (e.g. due to reduced physically-geological or technical usability of the storage facilities) the corresponding reduction in available exit and entry volumes and capacities will be reduced to all Storage Customers proportionately followed by the corresponding pro-rata reduction of the storage fee.

The Storage Operator will notify the Storage Customers immediately by what time the stipulated services will be available again.

#### **§ 21 Provision of a security**

In the event of substantiated concerns, the Storage Operator reserves the right to insist on the Storage Customer's provision of a reasonable security or advanced payment for all claims for payment regarding this contractual relationship. Any request regarding the security or advanced payment shall be explicitly justified in writing to the Storage Customer.

Substantiated concerns might be deemed if:

- the Storage Customer is in default with a payment due and has still not settled payments in full or in parts after explicit request,
- a debt enforcement has been filed or is being proceeded against the Storage Customer (§§ 803 – 882 a ZPO – Code of Civil Procedure) or
- a request for opening an insolvency procedure involving the assets of the Storage Customer is applicable.

Moreover, the Storage Operator reserves the right to request appropriate security or advance payment, if, due to information on the Storage Customer obtained from an authorised credit agency, or due to any other information, there is good reason for justified concern, that the Storage Customer cannot meet the liabilities and obligations regarding this contract, or, if the Storage Customer is not able to resolve such reservations by means of suitable proof of his creditworthiness within 5 working days. Evidence of creditworthiness can be shown by means of e.g. current business reports, excerpts from the commercial register or any other proof of creditworthiness. If the Storage Customer is not in the position to show appropriate evidence of creditworthiness as described above within the stated deadline, security will have to be provided within 5 further working days.

As far as the Storage Customer possesses a rating from an authorised credit rating agency, reason for justified concern occurs, if this rating does not meet at least risk scale II (as per Creditreform RatingMap, update of December 2011) as per Creditreform (creditworthiness index 2.0), which means:

- long-term ratings as per Standard & Poor's BBB-,
- long-term ratings as per Fitch BBB-,
- long-term ratings as per Moody's Baa3.

The same applies, if the Storage Customer does not possess a similar rating from a different credit rating agency. If several pieces of the above mentioned information exist, good reason for justified concern also occurs, if only one of the stated creditworthiness indicators fails to meet the requirements.

The data and the relevant contents of the information causing concern shall be disclosed in full detail to the Storage Customer by the Storage Operator.

Kinds of securities include unconditional, irrevocable and absolute bank guarantees; corporate guarantees (e.g. letters of intent and letters of consolidated tax filing status) and sureties or payment deposits and fixed income loans. The selection of the kinds of security provision shall be the sole decision of the Storage Customer. The Storage Operator may also accept cash securities or releases of covenant.

The Storage Customer reserves the right to avert the provision securities by advance payments.

The security has to be provided by the Storage Customer to the Storage Operator within 5 working days. As in the case of clause 2c), the security is to be provided within 10 working days, if the Storage Customer cannot furnish proof of a ground for the commencement of proceedings of insolvency as per §§ 17 clause 2, 19 clause 2 Insolvency Act (InsO). If the provision of security is accessed, the Storage Operator can demand the accessed part of the security provision later. The Storage Customer shall also be obliged to provide the security as per sentence 3 within the deadline stated in sentence 1.

The requirements to the individual kinds of securities include:

Credit institutions that grant securities as per definition above, must have at least a Standard & Poor's long-term rating of A- or a Moody's long-term rating of A3, or they must belong to the savings bank or credit union sectors.

Corporations providing guarantees and securities must at least possess a Standard & Poor's long-term rating of BBB-, a Fitch rating of min. BBB-, a Moody's long-term rating of Baa3 or a Creditreform credit index (credit index 2.0) of a minimum risk scale II or better (according to the current status of the Creditreform RatingMap). In addition to that, the amount of the corporate guarantee or security must not exceed 10 percent of the liable equity capital of the guarantor. This has to be proven by the Storage Customer to the network operator upon provision of the security.

As regards cash securities, these will have to be transferred to an account named by the Storage Operator. Interest will be charged at a base rate that the Deutsche Bundesbank will indicate on the first banking day of the billing month.

The amount of the securities will be twice as high as the Storage Customer's average monthly part-payments of the last 12 months.

The Storage Operator can make use of the provided security, if he has requested for overdue payment after the occurrence of default and, if the deadline for payment indicated in the reminder has elapsed in vain.

Any security shall be returned immediately after the preconditions for its ascertainment do not apply any longer. The Storage Operator shall review the continuation of a justified case at least on a half-year basis. Should this review result in the fact that the realisable value of all securities provided does not exceed the stipulated amount only to a minor extent, the Storage Operator shall return appropriate portions of securities. As long as the realisable value of all securities does not exceed the stipulated amount to a minor extent, the Storage Operator can request the adaptation of security provisions. The Storage Customer can only demand the suspension of an advance payment stipulation after a period of half a year at the earliest, provided that payments within the last 12 months were settled in due time.

## **§ 22 Liability**

The Storage Operator shall be liable for any damages that occur due to interruptions or irregularities in storage use, as described in the scope of application of § 18 NDAV. The wording of § 18 NDAV has been attached in appendix 6.

In all remaining cases, the parties of this contract shall be liable for damages that occur due to injuries to life, body and health, except if the contractual partner, his legal agent, auxiliary agents or employees have not acted wantonly negligent or deliberately.

As regards the infringement of contractual obligations, the contractual partners shall be liable for financial and property loss, except if the contractual partner, his legal agent, auxiliary agents or employees have not acted wantonly negligent or deliberately. The liability of the contractual partners regarding financial and property damages caused as a result of slight negligence is limited to the foreseeable and predictable damages typical for the contract.

The contractual partners shall be liable for financial and property loss in the case of non-substantial contractual duties, except if the contractual partner, his legal agent, auxiliary agents or employees have not acted wantonly negligent or deliberately.

Any liability of the contractual partners corresponding with mandatory legal provisions shall remain unaffected.



### **§ 23 Act of God**

As far as a contractual partner is prevented from meeting his obligations due to an Act of God, he will be released of those obligations unless stipulated otherwise. The other contractual partner shall be released of his obligations in return as long as the contractual partner is prevented from meeting his obligations due to an Act of God.

An Act of God is an unforeseeable natural phenomenon describing events which are not realistically possible to guard against, even by means of best care and attention, technology or economically reasonable means. Acts of God include natural disasters, earth quakes, terrorist attacks, black outs, pandemics, the breakdown of telecommunication lines, strike and lockouts, as far as the lockouts are justifiable, legal provisions or plausible administrative acts or other measures by executive authorities as well as executory titles of courts.

The affected contractual partner shall notify the other contractual partner of the reasons/causes regarding the Act of God as well as their estimated duration immediately. He will make every attempt, using all technically possible and economically reasonable means to ensure meeting his obligations again at the earliest possible time.

### **§ 24 Duration of contract, suspension of service obligations and termination of contract**

Unless otherwise agreed in the individual contract, the duration of the storage contract shall be scheduled for a period of 2 years from signing it.

The Storage Operator reserves the right to reduce or suspend the storage with immediate effect if:

- the Storage Customer fails to settle any amounts or partial amounts due, despite having received reminders indicating deadlines to pay or the threat of termination,
- the Storage Customer fails to provide the securities in accordance with § 21 within fourteen days after receipt of a request to provide a security.

The right of termination for good cause, especially with regard to obeying binding legal obligations, or with regard to serious offences at one of the contract partners, so that the continuation of the contract under such circumstances will become unbearable, shall remain unaffected thereof. The right of termination for good cause regularly exists, if the Storage Customer makes illegal large-scale use of ordered storage packages and fails to stop the illegal storage use despite of received written warnings with fixed appropriate deadlines and threat of termination.

The rights of the Storage Operator pursuant to § 7 shall remain unaffected by the above provisions.

### **§ 25 Taxes and fees**

Unless otherwise stated in the contract, all contractually arising fees are net. In addition, the Storage Customer has to pay VAT as well as any other taxes and dues of the respective statutory amount.

Unless otherwise stipulated, the Storage Customer shall exempt the Storage Operator from any taxes and dues, which are connected with the injection and withdrawal of the natural gas stored by the Storage Customer.

If taxes or fees that are connected with the injection or withdrawal of gas and that are governed by public law, are introduced or abolished or if existing taxes or fees will be increased or decreased, this shall be incorporated into the billing and payment of the stipulated dues.

### **§ 26 Unlawful use of storage packages**

Unlawful use of storage packages is shown as soon as the working gas volume used or the exit or entry volumes exceed the stipulated amount, or (e.g. after the duration period of the contract) no right of storage use exists any longer.

As regards the unlawful use of the storage account, the user shall pay the stipulated storage fees as per appendix 5. For any day of unlawful storage use the user shall pay a penalty fee of a maximum of 1.2 times the stipulated storage fee, as far as the Storage Customer does not show evidence of the fact that damage in the provisional amount has not occurred. The enforcement of further compensation for damages shall be subject to the Storage Operator's decisions.

### **§ 27 Data processing**

Taking § 6a EnWG as well as standardised provisions of data protection into account, the Storage Operator reserves the right to process and use all data that have been imposed and made available with regard to the performance of this contract, as long as they serve the purpose of performing this contract. The Storage Operator reserves the right to forward consumption data, billing data as well as contractual data to third parties, especially if they are necessary for capturing, billing and accounting as is essential for the technical and commercial handling of the storage use in due form.

### **§ 28 Alteration of the general terms and conditions of the Storage Operator**

The Storage Operator reserves the right to demand the adjustment of these general terms and conditions as far as amendments seem to be necessary to comply with laws and provisions or modifications of law, and the adherence to existing general terms and conditions have become unacceptable. As a rule, unacceptability applies as soon as the adjustment of the general terms and conditions are essential to avoid the infringement on mandatory rules. The Storage Operator shall prepare a draft of the adjustment of the general terms and conditions and – in accordance with § 28 clause 3 EnWG – consult it with the storage users. Thereby, any adjustments shall only be made to such an extent as is necessary for the abatement of unacceptability within the meaning of sentence 1.

The adjusted general terms and conditions drafted in consideration of the consultations shall be forwarded to the Storage Customer with sufficient prior notice, negotiation periods as well as a period of grace and a request for agreement thereof. In the event that the Storage Customer refuses to accept the adjustment of the general terms and conditions although they are essential to eliminate unacceptability as per § 27, clause 1, sentence 1, the Storage Operator shall reserve the right to terminate the storage contract extraordinarily as of three months to the end of a month, provided that he has forced the extraordinary termination in the event of an agreement by a specified deadline. Forcing the termination can start as of the request for agreement.

### **§ 29 Final provisions**

Should any provisions of this contract or of its appendices be or become illegal or otherwise unenforceable, the remainder of the contract and its appendices shall remain unaffected thereof.

Subsidiary agreements to this contract have not been concluded. The termination and cancellation of this contract as well as of its modifications or amendments require the written form. Any email declaration shall not fulfil this requirement unless the general terms and conditions indicate otherwise.

The place of jurisdiction is accepted to be Erfurt as far as no other court has the exclusive jurisdiction.