



**NON-CONTRACTUAL DOCUMENT**

Translation for information purpose only – without prejudice

GENERAL TERMS AND CONDITIONS OF  
ACCESS TO STORAGE

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## DEFINITIONS

For the purposes of these General Terms and Conditions, the terms below are defined as follows, in both singular and plural. The time reference is French standard time.

Throughout this Agreement, the term "injection\*" is to be understood as "Injection (respectively Withdrawal)".

### A

Additional Capacity: this can be:

- Injection\* Capacity: capacity that the Customer has acquired from the Storage Operator with no associated volume, defined in the Special Terms and Conditions.
- Volume Capacity: additional storage volume that the Customer has acquired from the Storage Operator, defined in the Special Terms and Conditions.

Agreement: contract for access to storage, as defined in Article 1 - Purpose.

Amount of the Transfer: amount in Euros paid by the Customer for the acquisition of storage capacity or Rights-of-Use to a Customer which has sold storage capacity or Rights-of-Use.

### B

Basic Storage Service: service offered by the Storage Operator that aims to allow the Customer to benefit from Nominal Storage Capacity in MWh referring to the combination of a Volume Capacity with a Nominal Withdrawal Capacity and a Nominal Injection Capacity on a Storage Group.

### C

Conditional Injection\* Capacity Option: optional service provided by the Storage Operator to offer an interested Customer Conditional Daily Injection\* Capacity in addition to the Basic Daily Injection\* Capacity.

Conditional Injection\* Capacity Reduction Factor: coefficient, expressed as a percentage between zero and 100 which, for a given Day on a Storage Group, reflects the physical Injection\* constraints for conditional capacity, due to the Customer's Inventory Level on the Day in question, as defined in the Physical Characteristics of the Storage Groups.

Customer: any individual or legal entity, Party to the Agreement, other than the Storage Operator.

### D

Day: period of 24 (twenty-four) consecutive Hours, beginning at 6 (six) a.m. on a given day and ending at 6 (six) a.m. on the next day. The date of a Day is the date on which the Day begins. Exceptionally, it lasts 23 (twenty-three) or 25 (twenty-five) hours at the time of the legal clock change in France.

Daily Capacity: Capacity for a given Day D and a given Storage Group. This can be:

- Subscribed: from the Storage Operator
- Acquired or Sold: from/to a user as specified in Article 8 - Secondary market.

It can relate to several offerings:

- Basic Injection\*: set each day by multiplying the Nominal Injection\* Capacity by the Injection\* Capacity Reduction Factor and, where applicable, adding the result of multiplying the Additional Injection\* Capacity by the\* corresponding Injection\* Capacity Reduction Factor for that Day.
- Conditional Injection\*: set each day by multiplying the Maximum Conditional Injection\* Capacity by the Conditional Injection\* Reduction Factor for that Day.
- UIOLI Injection\*: with regard to the UIOLI Offer
- Flow Plus Injection\*: with regard to the Flow Plus Offer
- Flow Reversal: with regard to the Flow Reversal

Basic, Conditional, Flow Plus and Flow Reversal Daily Capacity can have different statuses:

- Provisional before Transfer of Rights-of-Use: after application of Article 7.2 - Scheduled maintenance.
- Actual: after the Transfers of Rights-of-Use have been applied to Provisional Capacity before the Transfer of Rights-of-Use.
- Provisional: after application of Article 13 - Force majeure and of Article 14 - Operational instructions to Effective Capacity.

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\* (respectively Withdrawal)

- Available: after application of Article 7.3 - Unscheduled maintenance to Provisional Injection\* Capacity.
- UIOLI Daily Capacity has the following status:
- Available: after application of Article 3.4 - Conditions of the UIOLI Offer to Effective Capacity.

Daily Quantity: Quantity of Gas for a given Day D.

This can apply to several offers:

- Basic: with regard to the Basic Storage Service
- Conditional: with regard to the Conditional Injection\* Capacity Option
- UIOLI: with regard to the UIOLI Offer
- Flow Plus: with regard to the Flow Plus Offer
- Flow Reversal: with regard to Flow Reversal

It can also have different statuses:

- Requested for Injection\*: quantity which the Customer asks the Storage Operator to inject\*\*\* on a Storage Group, as defined in Article 5.2.1 - Daily Quantities Requested for Injection of the General Terms and Conditions.
- Checked for Injection\*: quantity originating from the Storage Operator's check on Daily Quantity Requested for Injection\*, as defined in the Operational Procedures.
- Provisionally Scheduled for Injection\*: quantity originating from the different checks by the Storage Operator specified in the Operational Procedures and used to check compatibility with the daily quantities scheduled by the Customer on the transmission system.
- Scheduled for Injection\*: which the Storage Operator has planned to inject\*\*\* on a Storage Group, as defined in Article 5.2.2 - Daily Quantities Scheduled for Injection\* in the General Terms and Conditions.
- Actually Injected\*: last Daily Injection\* Quantity Scheduled by the Storage Operator on a Storage Group as defined in Article 6.1 - Determination of Daily Quantities Actually Injected\*.

It may be:

- Acquired or Transferred: from a user on a Storage Group in application of Article 8.2 - Transfer of Quantities of Gas in inventory.

For example: a UIOLI Daily Quantity Requested for Injection is a Quantity of Gas for a given Day D under the UIOLI Offer, which the Customer asks the Storage Operator to inject on a Storage Group, as defined in Article 5.2.1 - Daily Quantities Requested for Injection of the General Terms and Conditions.

Daily Quantity Purchased: Quantity of Gas that the Storage Operator has purchased from the Customer on one Day on a Storage Group in application of Article 9.11.2 - Price Supplement linked to an Inventory Level in excess of 100%.

Daily Quantity Sold: Quantity of Gas that the Storage Operator has sold to the Customer on one Day on a Storage Group in application of Article 9.11.4 - Price Supplement linked to a Negative Inventory Level.

## F

Flow Plus Offer: service offered by the Storage Operator that aims to allow the Customer to benefit, on a given Day, from additional injection\* capacities, in light of the available physical capacities.

Flow Reversal: shift on a Storage Group, following a modification in the Daily Quantity Requested by the Customer, of a non-zero Daily Quantity Scheduled for Injection\* over the previous hours of the day, to a Quantity Scheduled for Withdrawal\*\* over the remaining hours of the day. The conditions for the implementation of a Flow Reversal are set out in the Operational Procedures.

## G

General Terms and Conditions: part of the Agreement which specifies the general terms and conditions for access to storage facilities, applicable to all storage customers.

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\* (respectively Withdrawal)

\*\*\* (respectively withdraw)

\*\* (respectively Injected)

## H

High Calorific Value or HCV: quantity of heat, expressed in kWh, which would be generated by the complete combustion in air of 1 (one) m<sup>3</sup>(n) of dry natural gas at a constant pressure equal to 1.01325 bar, with the natural gas and air being at an initial temperature of 0 (zero) degree Celsius, all the combustion products being brought down to 0 (zero) degree Celsius, the water vapour formed during combustion being returned to a liquid state, and all other products being in a gaseous state.

Hour: period of 60 (sixty) consecutive minutes beginning and ending at a precise time.

## I

Initial Inventory: Quantity of Gas considered to be in stock at the beginning of the Day corresponding to the day when the Agreement comes into force, as defined in the Special Terms and Conditions.

Injection\* Capacity Reduction Factor: coefficient, expressed as a percentage between zero and 100 which, for a given Day on a Storage Group, reflects the physical Injection\* constraints due to the Customer's Inventory Level on the Day in question, as defined in the Physical Characteristics of the Storage Groups.

Inventory: Quantity of Gas, if any, considered each Day to be in stock at the end of that Day and at the beginning of the next Day, in the Storage Facility or Facilities making up a given Storage Group, in application of the Agreement. This quantity is determined by the Storage Operator in application of Article 6.2 - Determination of Inventory.

Inventory Level: coefficient expressed as a percentage, defined each Day, representing the ratio between the Inventory of the Day and the Volume Capacity, with the addition, where applicable, of the Additional Volume Capacity and the sum of the acquired Volume Capacity minus the sum of the Volume Capacity transferred over the period of the Agreement.

## M

Maximum Conditional Injection\* Capacity: injection\* capacity subscribed by the Customer on a Storage Group under the Conditional Injection\* Capacity Option and defined in the Special Terms and Conditions.

Maximum Inventory: Quantity of Gas defined each Day on a Storage Group by adding together the Maximum Inventory Level for that Day and the Volume Capacity relating to Nominal Storage Capacity and the Additional Volume Capacity, and then further adding the sum of the Volume Capacity acquired and deducting the sum of the Volume Capacity transferred over the period of the Agreement.

Maximum Inventory Level: coefficient, expressed as a percentage between 0 and 100 which, for a given Day, reflects the annual physical current gas constraints of the Inventory, as defined in the Physical Characteristics of Storage Groups.

Minimum Inventory: Quantity of Gas defined each Day on a Storage Group by adding together the Minimum Inventory Level for that Day and the Volume Capacity relating to Nominal Storage Capacity and the Additional Volume Capacity, and then further adding the sum of the Volume Capacity acquired and deducting the sum of the Volume Capacity transferred over the period of the Agreement.

Minimum Inventory Level: coefficient, expressed as a percentage between 0 and 100 which, for a given Day, reflects the annual physical current gas constraints of the Inventory, as defined in the Physical Characteristics of Storage Groups.

Month: period beginning at 6 (six) a.m. on the first day of a given calendar month and ending at 6 (six) a.m. on the first day of the next calendar month.

## N

Nominal Capacity: this can be:

- Storage Capacity: defined as the combination of a Volume Capacity with a Nominal Withdrawal Capacity and a Nominal Injection Capacity; this represents the Basic Storage Service on a Storage Group.
- Injection Capacity\*: defined as the ratio between the Volume Capacity and the Nominal Number of Days of Injection\* of the Storage Group in question.

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\* (respectively Withdrawal)

Nominal Number of Injection\* Days: constant integer used to describe the Injection\* performances of a Storage Group.

Normal Cubic Metre or m<sup>3</sup>(n): quantity of natural gas which, at 0 (zero) degree Celsius and under an absolute pressure of 1.01325 bar, in the absence of water vapour in the natural gas, occupies a volume of one cubic metre.

O

Operational Procedures: the part of the Agreement which describes the respective obligations of the Parties as regards the exchange of information on the performance of the Agreement.

P

Party: the Storage Operator or Customer.

Period of Extreme Cold: Day(s) on which the average daily temperature measured on a given balancing zone of the Transmission System falls below the minimum daily temperature that occurs once every twenty years in that zone.

Physical Characteristics of Storage Groups: part of the Agreement which defines the Reduction Factors on Injection and Withdrawal Capacity, the Reduction Factors on Conditional Injection and Withdrawal, and the Maximum and Minimum Inventory Factors on which the Customer has subscribed storage capacity. The Physical Characteristics of Storage Groups reflect the physical constraints of the Storage Facilities making up the Storage Group or Groups on which the Customer has reserved storage capacity. The Physical Characteristics of Storage Groups are defined in Annex 1 of the Agreement.

Prudent and Reasonable Operator: person acting in good faith with the intention of executing its contractual obligations and who, in order to do this, employs the skills, application, prudence and foresight which are reasonably and usually employed by a competent and experienced operator acting in accordance with the laws and regulations in similar circumstances and conditions.

Q

Quantity of Gas: quantity of energy, expressed in the General Terms and Conditions in MWh(PCS) with a precision of one hundredth of a kWh, and in the Operational Procedures in kWh at 25°C, rounded to the nearest whole number.

R

Releasable Capacity: storage capacity defined by existing laws, in particular Decree 2006-1034 of August 21, 2006 on access to natural gas storage facilities, as the aggregated storage capacity corresponding to the estimate of future newly connected customers, between capacity allocations under the existing rights and any unreserved marketable storage capacity. This Releasable Capacity is reallocated as required, the next time that capacity rights are allocated.

Right-of-Use for Injection: Basic Daily Injection\* Capacity in application of Article 8.3 - Transfer of Rights-of-Use.

S

Special Terms and Conditions: part of the Agreement which particularly specifies the different values of the capacity subscribed with the Storage Operator, together with the factors used to determine the Price of the service to which the Agreement relates.

Storage Facility: a set of infrastructures, installations and systems, operated by or under the responsibility of the Storage Operator, consisting, in particular, of underground structures, such as salt cavities or porous rocks aquifers, of wells, of pipes, of compression, treatment, measurement and pressure reduction devices, of transmission systems, of computer systems etc., which is connected to the Transmission System by a Transmission-Storage Interconnection Point.

Storage Group: group consisting of part or all of one or more Storage Facilities, on which the Storage Operator carries out the service to which the Agreement relates.

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\* (respectively Withdrawal)

Storage Group User: any person with the capability of injecting natural gas into or withdrawing natural gas from a Storage Group. A Storage Group User may be the Customer, another customer of the Storage Operator or the Storage Operator itself.

Storage Operator: any individual or legal entity Party to the Agreement, operating the Storage Facility or Facilities making up a Storage Group.

Summer: period beginning at 06:00 on April 1 in one year and ending at 06:00 on November 1 in the same year.

#### T

Transfer: disposal or acquisition, as specified in Article 8 - Secondary market, of Nominal Storage Capacity, of Injection\* Capacity, of Volume Capacity, of Stored Gas Quantities or of Injection\* Rights-of-Use.

Transfer Coefficient: coefficient used in calculating the price for a Transfer on a Storage Group, as set out in the Special Terms and Conditions.

Transmission Operator: individual or legal entity responsible for the operation of the Transmission System.

Transmission Shipper: the Customer or any individual or legal entity authorised by that individual, party to one or more transmission shipping contracts referred to in the Special Terms and Conditions, the latter contract(s) being in force throughout the Period of Validity of the Agreement and including as many offtake and delivery points as the Transmission-Storage Interface Point or Points corresponding to the Storage Groups, which delivers, respectively offtakes, all the Quantities of Gas Injected or Withdrawn by the Customer on a Storage Group.

Transmission-Storage Interconnection Point: physical connection point between the Transmission System and a Storage Facility.

Transmission-Storage Interface Point (PITS): point at which the Customer and the Storage Operator makes gas available to each other for injection or withdrawal in a given Storage Group in application of the Agreement, as defined in the Special Terms and Conditions. A Transmission-Storage Interface Point consists of one or more Transmission-Storage Interconnection Points on a single transmission system. A Transmission-Storage Interface Point is connected to one or more Storage Groups.

#### U

UIOLI (Use It Or Lose It) Offer: service offered by the Storage Operator to enable the Customer, on a given Day, to have access to interruptible Injection\* capacity on the next day, on the basis of reserved and unused Injection\* capacity.

#### V

Validity Period: period beginning on the date when the Agreement comes into force and ending on the date when the Agreement expires.

Volume Capacity: storage volume associated with Nominal Storage Capacity, defined in the Special Terms and Conditions.

#### W

Week: period of 7 (seven) consecutive Days, starting on a Monday at 06:00 (six a.m.) and ending at 06:00 (six a.m.) the following Monday.

Winter: period beginning on at 06:00 on November 1 in one year and ending at 06:00 on April 1 of the following year.

## **Article 1 - Purpose**

The purpose of the Agreement is to specify the conditions in which the Storage Operator:

- provides the Customer with a gas storage service on one or more Storage Groups including the offtake and delivery of Quantities of Gas at the corresponding Transmission-Storage Interface Points;
- allows Customers wishing to do so to trade storage capacities, Rights-of-Use and Quantities of Gas in inventory.

## **Article 2 - Conditions Precedent**

The Customer undertakes to be in possession of the following documents and to provide them, if required, at the request of the Storage Operator:

- a copy of its licence to supply natural gas in France, if the Customer is required to hold such a licence under existing French law;
- the reference of the transmission agreement under which the Transmission Shipper transports gas to the Transmission-Storage Interface Point (PITS) exclusively for the Customer.

The Storage Operator is not bound to carry out its obligations under the Agreement or any of its amendments, until the Customer has provided the Storage Operator with the Guarantee referred to in Article 10 - Guarantee, or an adjustment of the said Guarantee.

If the above Guarantee is not provided within a period of thirty (30) calendar days from the date of signature of the Agreement, the Storage Operator shall be entitled to cancel the Agreement without legal formalities or compensation.

## **Article 3 - Characteristics of the storage offering**

### **3.1 - Definition of storage capacity**

On a given Storage Group, a Customer may subscribe one or more of the following storage capacities:

- Nominal Storage Capacity in MWh, which is the combination of a Volume Capacity with a Nominal Withdrawal Capacity and a Nominal Injection Capacity; this constitutes the Basic Storage Service on that Storage Group;
- Additional Injection Capacity expressed in MWh/d;
- Additional Withdrawal Capacity expressed in MWh/d;
- Additional Volume Capacity expressed in MWh.

### **3.2 - Conditions of the Conditional Injection\* Capacity Option**

A Customer that subscribes Nominal Storage Capacity on a Storage Group can also take out a Conditional Injection\* Capacity Option on that same Group, in addition to the Nominal Injection\* Capacity associated with the Nominal Storage Capacity subscribed:

- the Conditional Daily Injection\* Capacity is obtained by multiplying the Maximum Conditional Injection\* Capacity on a given Day by the Conditional Injection\* Reduction Factor applicable on that Day;
- each Day, the Storage Operator assesses the possibility of making Conditional Daily Injection\* Capacity available to Customers who have requested it, subject to the capability of the storage facilities.

### **3.3 - Conditions of the Flow Plus Offer**

A Customer that subscribes storage capacity can also receive an additional injection\* service on a Storage Group, in addition to Nominal Injection\* Capacity and, where applicable, Conditional Injection\* Capacity.

Each Day, the Storage Operator assesses the possibility of making Flow Plus Daily Injection\* Capacity available to Customers who have requested it, subject to the capability of the storage facilities.

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\* (respectively Withdrawal)

### **3.4 - Conditions of the UIOLI Offer**

A Customer that subscribes storage capacity can also receive an interruptible injection or Withdrawal service on a Storage Group, depending on the level of the Basic Daily Quantities Requested for Injection\* by Customers the previous day.

Under the terms of Article 4.8 of the Operational Procedures, the Storage Operator shall notify the Customer every Day of the UIOLI Daily Capacity Available for Injection\*.

### **3.5 - Conditions of Flow Reversal**

A Customer subscribing storage capacity can also receive an interruptible Flow Reversal service on a Storage Group. This service can be used at most once a Day by the Customer, for each Storage Group concerned.

The Scheduled Daily Quantity on Day D is modified to produce a Flow Reversal on Day D if the Daily Quantity Requested for Injection\* during any Hour of Day D becomes less than the cumulative quantities deemed to be scheduled for all the past hours under the Basic Storage Service Offer as defined in Article 5.4 of the Operational Procedures, plus the Conditional Daily Quantity and the Flow Plus Daily Quantity Scheduled for Injection\*.

## **Article 4 - Obligations**

### **4.1 - Obligations of the Storage Operator**

#### **4.1.1 - Offtake and delivery obligations**

The Storage Operator undertakes, on the terms specified in this Agreement, to take off the Quantities of Gas made available by the Customer through the Basic Storage Service, the Conditional option, the Flow Plus offer, the UIOLI Offer and the Direction Reversal in one or more Storage Group(s) on which the Customer has subscribed storage capacity, and to make available to the Customer at that (those) same delivery point(s) the Quantities of Gas that the latter wishes to withdraw through these different offerings.

In the course of any Hour, a 1/24<sup>th</sup> ratio of the Daily Injection\* Capacity under each of the offerings is calculated for a Day of 24 (twenty-four) consecutive Hours. Exceptionally, the Day lasts 23 (twenty-three) or 25 (twenty-five) Hours at the time of the legal clock change in France.

#### **4.1.1.1 - Limitations on Daily Injection\* Capacity under the Basic Storage Service and the Conditional Option**

The Storage Operator is not bound to take off on a Storage Group on any Day:

- a Quantity of Gas greater than the cumulative amount of the Basic Daily Injection\* Capacity and the Conditional Daily Injection\* Capacity, provided that the Customer has subscribed this Option;
- in any Hour on any Day, a Quantity of Gas greater than 1/24<sup>th</sup> (exceptionally 1/23<sup>rd</sup> or 1/25<sup>th</sup>) of the cumulative amount of the Basic Daily Injection\* Capacity, and the Conditional Daily Injection\* Capacity for that Day, provided that the Customer has subscribed this Option.

Daily Injection\* Capacity can be reduced in application of Article 7.2 - Scheduled maintenance or be reduced by the sum of the Injection\* Rights-of-Use Transferred, or increased by the sum of the Injection\* Rights-of-Use Acquired, as specified in Article 8.3 - Transfer of Rights-of-Use. This capacity, modified if applicable, constitutes the Actual Daily Injection\* Capacity.

Actual Daily Injection\* Capacity can be reduced in application of Article 13 - Force majeure or Article 14 - Operational instructions of the General Terms and Conditions. This capacity, modified if applicable, constitutes the Forecast Daily Injection\* Capacity.

Forecast Daily Injection\* can be reduced in application of Article 7.3 - Unscheduled maintenance. This capacity, modified if applicable, constitutes the Available Daily Injection\* Capacity.

In the event that the Storage Operator should implement the aforementioned reductions on a Storage Group, the Storage Operator's obligations to take off or deliver are reduced in consequence.

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\* (respectively Withdrawal)

The Customer's obligations, in particular the obligations to pay the Price, are not affected by the implementation of such reductions, unless otherwise specified.

#### **4.1.1.2 - Limitations on Daily Injection\* Capacity under the Flow Plus Offer**

The Daily Injection\* Quantities under the Flow Plus Offer can be reduced in application of Article 5.2 - Scheduling, Article 13 - Force majeure or Article 14 - Operational instructions.

In the event that the Storage Operator should implement the aforementioned reductions on a Storage Group, the Storage Operator's obligations to take off or deliver are reduced in consequence.

#### **4.1.1.3 - Limitations on Daily Injection\* Capacities under the UIOLI Offer**

The Daily Injection\* Quantities under the UIOLI Offer can be reduced in application of Article 5.2 - Scheduling, Article 13 - Force majeure or Article 14 - Operational instructions.

In the event that the Storage Operator should implement the aforementioned reductions on a Storage Group, the Storage Operator's obligations to take off or deliver are reduced in consequence.

#### **4.1.2 - Limitations on Maximum and Minimum Inventory**

If, on a given Day, the Customer requests a Quantity of Gas which, at the end of that Day D, would result in the Inventory Level being higher than the Maximum Inventory of the Storage Group for that Day D, the Storage Operator shall meet this request provided that the Inventory Level resulting from implementing this request is not greater than 100%. However, such Maximum Inventory Overrun shall result, if a Maximum Inventory Overrun has previously been determined for Day D-1, in the application of the provisions of Article 9.11.1 - Price supplement linked to a Maximum Inventory Overrun.

The specific case of an acquisition of a too large Quantity of Gas in Inventory or of a transfer of an insufficient Quantity of Gas in Inventory, which would result in the Inventory Level being in excess of 100%, is subject to a penalty purchase on the terms specified in Article 9.11.2 - Price Supplement linked to an Inventory Level in excess of 100%.

If, on a given Day, the Customer requests a Quantity of Gas which, at the end of that Day D, would result in the Inventory Level being lower than the Minimum Inventory of the Storage Group for that Day D, the Storage Operator shall meet this request provided that the Inventory Level resulting from implementing this request is not negative. However, the Minimum Inventory Overrun shall result, if a Minimum Inventory Overrun has previously been determined for Day D-1, in the application of the provisions of Article 9.11.3 - Price Supplement linked to a Minimum Inventory Overrun.

The specific case of a sale of a too large Quantity of Gas in Inventory, which would result in the Inventory Level being negative, is subject to a penalty purchase on the terms specified in Article 9.11.4 - Price Supplement linked to a Negative Inventory Level.

#### **4.1.3 - Limitations resulting from Scheduling**

The Storage Operator is not obliged to inject (respectively withdraw) on a Storage Group and for a given Day, a Quantity of Gas different from that obtained by applying the different clauses of Articles 4, 5 and 6 of the Operational Procedures.

#### **4.1.4 - Implementation of limitations**

The Storage Operator may take any measures it considers necessary to avoid taking off or delivering, in any Day or Hour, a Quantity of Gas that does not meet any one of the conditions or limitations specified in this Article 4.1 - Obligations of the Storage Operator, without the Customer being entitled to claim any damage as a result.

#### **4.2 - Obligations of the Customer**

The Customer confirms that it holds the rights entitling it to deliver or take off natural gas at each PITS.

#### **4.2.1 - Obligations resulting from Scheduling**

The Customer undertakes to deliver to (respectively take off from) the Storage Operator, on a PITS, every Day, the cumulative Daily Quantities Scheduled for Injection\* for that Day at that point, where applicable combined with the Conditional, Flow Plus, UIOLI and Flow Reversal Quantities Scheduled for Injection\* on all the Storage Groups connected to that PITS for that Day.

#### **4.2.2 - Payment obligation**

The Customer undertakes in particular to provide the Guarantee specified in Article 10.1 - Guarantee amount, terms and conditions, to pay the Price to the Storage Operator on the terms specified in Article 11 - Invoicing and payment conditions, and to pay the sums owing in the event of application of Article 22 - Termination.

#### **4.2.3 - Obligation on the Storage Operator to provide notification of reductions**

In the event that the Storage Operator should implement the reductions referred to Article 4.1 - Obligations of the Storage Operator, the Customer undertakes that the Transmission Shipper will adjust its offtakes or deliveries of natural gas with the Transmission Operator to the values specified in the notifications sent by the Storage Operator to the Customer, and guarantees the Storage Operator against any legal action taken by the Transmission Shipper as a result of the said reductions.

### **Article 5 - Forecasts and Scheduling**

#### **5.1 - Forecasts**

##### **5.1.1 - Seasonal forecasts for Summer**

At the latest on March 31 preceding the Summer or on the date of signature of the Agreement, whichever comes later, the Customer shall provide the Storage Operator with its best seasonal forecasts for injection and withdrawal for the following Summer or the remaining period of the Summer, on each Storage Group specified in the Special Terms and Conditions on which the Customer has subscribed storage capacity. The Customer must provide this seasonal forecast for injection and withdrawal using the methods of exchanging information specified in the Operational Procedures. This seasonal injection and withdrawal forecast for the Summer shall provide details of the forecast under average climatic conditions for injection or withdrawal demand for each Day of the Summer, or for each Month of the Summer, on the understanding that each monthly value provided by the Customer will be expressed by the Storage Operator in daily values by dividing the monthly value provided for each of the Months by the number of calendar days in the Month concerned.

##### **5.1.2 - Seasonal forecasts for Winter**

At the latest on October 31 preceding the Winter or on the date of signature of the Agreement, whichever comes later, the Customer shall provide the Storage Operator with its best seasonal injection and withdrawal forecast for the following Winter or the remaining period of the Winter on each Storage Group mentioned in the Special Terms and Conditions for which the Customer has described storage capacity. The Customer must provide this seasonal forecast for injection and withdrawal using the methods of exchanging information specified in the Operational Procedures. This seasonal injection and withdrawal forecast for the Winter shall provide details of the forecast under average climatic conditions for injection or withdrawal demand for each Day of the Winter, or for each Month of the Winter, on the understanding that each monthly value provided by the Customer will be expressed by the Storage Operator in daily values by dividing the monthly value provided for each of the Months by the number of calendar days in the Month concerned.

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\* (respectively Withdrawal)

### **5.1.3 - Monthly forecasts**

At the latest on the 25<sup>th</sup> of each Month, the Customer shall provide the Storage Operator, using the methods of exchanging information specified in the Operational Procedures, with its best monthly injection and withdrawal forecast for each Day of the following Month on each Storage Group mentioned in the Special Terms and Conditions for which the Customer has subscribed storage capacity.

### **5.1.4 - Weekly forecasts**

At the latest every Thursday before noon, the Customer shall provide the Storage Operator, using the methods of exchanging information specified in the Operational Procedures, with its best weekly injection and withdrawal forecast for each Storage Group mentioned in the Special Terms and Conditions for which the Customer has subscribed storage capacity, for each Day of the following Week.

## **5.2 - Scheduling**

### **5.2.1 - Daily Quantities Requested for Injection\***

#### **5.2.1.1 - Daily Quantities Requested for Injection\* under the Basic Storage Service, the Conditional Injection\* Capacity Option and the Flow Plus Offer**

##### **a) Daily Injection\* Quantity Requested under the Basic Storage Service, the Conditional Injection\* Capacity Option and the Flow Plus Offer**

Every Day, under the conditions stipulated in the Operational Procedures, the Customer shall notify the Storage Operator of the Quantities of Gas it wishes to inject or withdraw the next Day at each Transmission-Storage Interface Point corresponding to a Storage Group mentioned in the Special Terms and Conditions, on which the Customer has subscribed storage capacity.

These Quantities are called Daily Quantities Requested for Injection\* on Storage Groups.

On a given Day, and at a given Transmission-Storage Interface Point, the Customer cannot simultaneously give notification of a non-zero Daily Quantity Requested for Injection and a non-zero Daily Quantity Requested for Withdrawal.

The Customer can ask to change a Basic Daily Quantity Requested for Injection\*, a Conditional Daily Quantity Requested for Injection\* and a Flow Plus Daily Quantity Requested for Injection\* on a Storage Group for any Day on the terms specified in the Operational Procedures.

##### **b) Proportion of the Conditional Daily Quantity Requested for Injection\***

If the customer has subscribed a Conditional Injection\*Capacity Option on a Storage Group and has notified a Daily Quantity Requested for Injection\* greater than the value of the Basic Daily Injection\* Capacity for that Day on that Storage Group, the difference between the Daily Quantity Requested for Injection\* and the Basic Daily Injection\* Quantity for that Day on that Storage Group, up to the limit of the Conditional Injection\* Capacity for that Day, is deemed to have been requested by the Customer under the Conditional Injection\* Capacity Option and is therefore called the Conditional Daily Quantity Requested for Injection\*. It is dealt with under the procedures described in the Operational Procedures.

If the Customer has subscribed a Conditional Injection\* Capacity Option on a Storage Group and, on any Day, notifies a Daily Quantity Requested for Injection\* for less than the value of the Basic Daily Injection\* Quantity on that Day on that Storage Group, the Customer is deemed to have notified a Conditional Daily Quantity Requested for Injection\* of 0 (zero) for that Day on that Storage Group.

If the Customer has not subscribed a Conditional Injection\* Capacity Option on a Storage Group, the Daily Quantity Requested for Injection\* on any Day on that Storage Group is deemed, at most, to be equal to the Basic

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\* (respectively Withdrawal)

Daily Injection\* Capacity for that Day on that Storage Group.

**c/ Proportion of the Flow Plus Daily Quantity Requested for Injection\***

If the Customer has notified a Daily Quantity Requested for Injection\* greater than the cumulative amount of the Basic Daily Injection\* Capacity and, where applicable, than the Conditional Injection Capacity for that Day on that Storage Group, the difference is deemed to have been requested by the Customer under the Injection Flow Plus Offer. For this reason it is called the Flow Plus Daily Quantity Requested for Injection\* and is handled under the procedures described in the Operational Procedures.

If for a given day, the Customer has notified a Daily Quantity Requested for Injection\* less than the cumulative amount of the Basic Daily Injection\* Capacity and, where applicable, than the Conditional Injection Capacity for that Day on that Storage Group, the Customer is deemed to have notified a Flow Plus Daily Quantity Requested for Injection\* of 0 (zero) for that Day and on that Storage Group.

**d/ Possible reductions**

The Daily Injection\* Capacities referred to in this Article 5.2.1 - Daily Quantities Requested for Injection can be reduced in application of Article 7.2 - Scheduled maintenance, of Article 13 - Force majeure or of Article 14 - Operational instructions. These potentially reducible capacities constitute the Forecast Daily Injection\* Capacities.

Forecast Daily Injection\* Capacities can be reduced in application of Article 7.3 - Unscheduled maintenance. These potentially reducible capacities constitute the Daily Capacities Available for Injection\*.

**5.2.1.2 - Daily Quantities Requested for Injection\* under the UIOLI Offer**

Every Day, under the conditions stipulated in the Operational Procedures, the Customer shall notify the Storage Operator of the Quantities of Gas it wishes to inject or withdraw under the UIOLI Offer on the next Day on each Storage Group mentioned in the Special Terms and Conditions, on which the Customer has subscribed storage capacity.

These quantities are called UIOLI Daily Quantities Requested for Injection\*. On a given Day, on a given Storage Group, the Customer cannot simultaneously give notification of a non-zero UIOLI Daily Quantity Requested for Injection and a non-zero UIOLI Daily Quantity Requested for Withdrawal.

The Customer shall link a unit price in euros per MWh at 25°C, to 2 decimal points, with each Daily Quantity Requested for Injection\* under the UIOLI service, as stipulated in the Operational Procedures. This price must be greater than or equal to the floor price for the Daily Quantity Requested for Injection\* under the UIOLI service published by the Storage Operator in the conditions stipulated in the Operational Procedures.

The Customer may ask to reduce a UIOLI Daily Quantity Requested for Injection\* on a Storage Group for any Day on the terms stipulated in the Operational Procedures.

**5.2.2 - Daily Quantities Scheduled for Injection\***

**5.2.2.1 - Daily Quantities Scheduled for Injection\* under the Basic Storage Service, the Conditional Injection\* Capacity Option and the Flow Plus Offer**

Under the conditions stipulated in the Operational Procedures, the Storage Operator shall notify the Customer of the Daily Quantities of Gas scheduled for Injection\* on the next Day on each Storage Group mentioned in the Special Terms and Conditions, on which the Customer has subscribed storage capacity.

A Storage Scheduling Notification will be issued for these quantities.

If the Customer has subscribed a Conditional Injection\* Capacity Option on a Storage Group and has notified a non-zero Daily Quantity Requested for Injection\*, the Storage Operator shall consider the Customer's request in light of the Maximum Conditional Injection\* Capacities reserved by the Customer and specified in the Special Terms and Conditions. The Storage Operator shall use its best efforts to respond favourably to a Request for a Conditional Daily Injection\* Quantity subject to the possibilities of the installations of the Storage Facility or

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\* (respectively Withdrawal)

Facilities that constitute the Storage Group.

If the Customer has notified a non-zero Flow Plus Daily Quantity Requested for Injection\*, then the Storage Manager shall examine the Customer's request in light of the available physical capacities and shall use its best efforts to provide a favourable response.

It is agreed that the best efforts the Storage Operator is required to make under this Article do not include a requirement to contract natural gas shipping, purchase or selling services.

On the basis of this examination, performed as stipulated in the Operational Procedures, the Storage Operator shall schedule the Basic Daily Quantity Requested for Injection\*, all or part of the Conditional Daily Quantity Requested for Injection\* and all or part of the Flow Plus Daily Quantity Requested for Injection\* on that Storage Group.

The cumulative amount of the Basic, Conditional and Flow Plus Quantities Scheduled for Injection\* is called the Daily Quantity Scheduled for Injection\* .

The Daily Injection\* Capacities referred to in this Article can be reduced in application of Article 7 - Maintenance of the Storage Facility, of Article 13 - Force majeure or of Article 14 - Operational instructions. These potentially reducible capacities constitute the Daily Capacities Available for Injection\*.

The Daily Quantities Scheduled for Injection\* on a Storage Group on any Day can only differ from the Daily Quantities Requested for Injection\* at that same point in the cases listed below:

- if the Daily Quantities Requested for Injection\* exceed the limits of the Storage Operator's obligations under Article 4.1 - Obligations of the Storage Operator, established in accordance with the Operational Procedures, notably in the event of incompatibility between the Daily Injection\* Quantity Requested through the different services to the Storage Operator and the daily quantity requested for delivery (respectively offtake) by the Transmission Operator.
- if the Storage Operator invokes an event or circumstance covered by Article 7.3 - Unscheduled maintenance, by Article 13 - Force majeure or by Article 14 - Operational instructions of the General Terms and Conditions.
- if the Customer invokes an event or circumstance covered by Article 13 - Force majeure of the General Terms and Conditions.

#### **5.2.2.2 - Daily Quantities Scheduled for Injection\* under the UIOLI Offer**

Under the conditions stipulated in the Operational Procedures, the Storage Operator shall notify the Customer of the Daily Quantities Scheduled for Injection\* under the UIOLI Offer for the next Day, on each Storage Group specified in the Special Terms and Conditions.

A Storage Scheduling Notification will be issued for these quantities.

The UIOLI Daily Quantities Scheduled for Injection\* \* on a Storage Group on any Day are equal to the UIOLI Daily Quantities Requested for Injection\* at that same point, except in the cases listed below:

- the UIOLI Daily Quantities Requested for Injection\* exceed the limits of the Storage Operator's obligations under Article 4.1 - Obligations of the Storage Operator, notably:
  - in the event of incompatibility between the Daily Quantity Requested for Injection\* under the Storage Operator's different services and the daily quantity requested for delivery (respectively offtake) from the Transmission Operator;
  - if the price associated with the UIOLI Daily Quantity requested for Injection\* is less than the floor price for the UIOLI Daily Quantity requested for Injection\*. In this case, the UIOLI Daily Quantities Scheduled for Injection\* are deemed to be zero, as stipulated in the Operational Procedures;
  - if the allocation of Available Capacities under the UIOLI Offer makes it impossible to satisfy all Customers under the Operational Procedures,
- the Storage Operator invokes an event or circumstance covered by Article 13 - Force majeure or of Article 14 - Operational instructions of the General Terms and Conditions.
- if the Customer invokes an event or circumstance covered by Article 13 - Force majeure of the General Terms and Conditions.

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\* (respectively Withdrawal)

### **5.2.3 - Modification of the Daily Quantities Scheduled for Injection\***

#### **5.2.3.1 - Modification of the Daily Quantities Scheduled for Injection\* under the Basic Storage Service, the Conditional Injection\* Capacity Option and the Flow Plus Offer**

The Daily Quantities Scheduled for Injection on any Day can be modified by the Storage Operator on receipt of a request for modification by the Customer. The Storage Operator undertakes to make reasonable efforts to meet such a modification request.

In the event of modification request being issued on D-1 for D, the modification may be upwards or downwards for quantities under the Basic Service, the Conditional Injection\* Capacity Option and the Flow Plus Offer.

In the event of modification request being issued by the Customer on an intraday basis, the quantities under the Conditional Injection\* Capacity Option and the Flow Plus Offer may not be modified downwards.

The Storage Operator, acting as a Prudent and Reasonable Operator, shall modify the quantities provided that the Daily Quantities Scheduled for Injection meet the provisions of 4.1.1.1 - Limitations on Daily Injection\* Capacity under the Basic Storage Service and the Conditional and Article 5.2.2 - Daily Quantities Scheduled for Injection\* of the General Terms and Conditions and of Article 5 of the Operational Procedures.

If, pursuant to one of the clauses above, the Storage Operator changes the Daily Quantities Scheduled for Injection\*, the changed values shall cancel and supersede the previous Daily Quantities Scheduled for Injection\* and the Storage Operator shall notify the Customer of the changed values under the conditions stipulated in the Operational Procedures.

In accordance with Article 3.5 - Conditions of Flow Reversal, changes to the Daily Quantities Scheduled for Injection\* can only result in a single Flow Reversal per Day.

#### **5.2.3.2 - Reduction in the Daily Quantities Scheduled for Injection\* under the UIOLI Offer**

The Customer may request a reduction in the UIOLI Daily Quantities Scheduled for Injection\* on a Storage Group for any Day D. The Storage Operator undertakes to make reasonable efforts to meet such a request, provided that:

- the resulting Quantities satisfy the provisions of Article 4.1 - Obligations of the Storage Operator of the General Terms and Conditions and Article 5 of the Operational Procedures;
- a request for a reduction received by the Storage Operator from the Customer after 3:00 a.m. on Day D-1 for Day D does not result in a non-zero Daily Quantity Requested for Injection under the UIOLI Offer for Day D changing to a non-zero Daily Quantity Requested for Withdrawal under the UIOLI Offer for Day D, or vice-versa.

The Storage Operator, acting as a Prudent and Reasonable Operator, may reduce the UIOLI Daily Quantities Scheduled for Injection\* for any Day, provided that these UIOLI Daily Quantities Scheduled for Injection\* comply with the provisions of Article 5.2.2 - Daily Quantities Scheduled for Injection\*.

The UIOLI Daily Quantities Scheduled for Injection\* on a Storage Group for any Day D can also be changed at the instigation of the Storage Operator under the conditions specified in Article 6 of the Operational Procedures, following requests by other Customers for changes in their Basic Daily Quantities scheduled for Injection\*.

The Daily Quantities Scheduled for Injection\* that are reduced pursuant to this Article shall supersede the previously scheduled values. The Storage Operator shall inform the Customer of these changed values under the conditions stipulated in the Operational Procedures.

#### **5.2.3.3 - Modification of a Quantity Deemed to be a Flow Reversal**

The Daily Quantities Scheduled for Injection\* on a Storage Group for any Day D may be changed by the Storage Operator at the request of the Customer under the conditions stipulated in Article 5 of the Operational Procedures.

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\* (respectively Withdrawal)

The Daily Quantities Scheduled for Injection\* on a Storage Group for any Day D can be changed at the instigation of the Storage Operator under the conditions specified in Article 6 of the Operational Procedures, following requests by other Customers for changes in their Basic Daily Quantities Scheduled for Injection\*.

## **Article 6 - Determination of Quantities Actually Injected or Withdrawn**

### **6.1 - Determination of Daily Quantities Actually Injected\***

At the end of each Day and on each Storage Group where the Customer has subscribed storage capacity, the Daily Quantity Actually Injected\* equal to the last Injection\* Quantity Scheduled by the Storage Operator for each of these quantities (quantities under the Basic Storage Service and, where applicable, under the Conditional Injection\* Capacity Option, the Flow Plus Offer, the UIOLI Offer or under Flow Reversal).

### **6.2 - Determination of Inventory**

The Initial Inventory is specified in the Special Terms and Conditions and is equal to 0 (zero) plus the previous day's inventory level on the Storage Group under a storage access agreement held by the customer which expired on the previous day.

Every day, on each Storage Group where the Customer has described storage capacity, the Inventory of the Day is equal to the Inventory of the previous day (respectively Initial Inventory for the first Day), plus:

- the Daily Quantity Acquired,
- the Daily Quantity Actually Injected,
- the Daily Quantity Sold as defined in Article 6.3 - Determination of the Daily Quantities Purchased or Sold as a result of the Inventory Level at 0% for that Day being exceeded.

minus:

- the Daily Quantity Transferred
- the Daily Quantity Actually Withdrawn
- the Daily Quantity Purchased as defined in Article 6.3 - Determination of the Daily Quantities Purchased or Sold as a result of the Inventory Level at 100% for that Day being exceeded.

### **6.3 - Determination of the Daily Quantities Purchased or Sold in application of Articles 9.11.2 - Price Supplement linked to an Inventory Level in excess of 100% and 9.11.4 - Price Supplement linked to a Negative Inventory Level**

The Daily Quantities Purchased (respectively Sold) under an overrun of the Inventory Level at 100% (respectively 0%) on a Day D shall be calculated by the Storage Operator on Day D+1.

If the Customer was observed to have exceeded the Inventory Level at 100% (respectively at 0%) on Day D, the Storage Operator shall purchase from (respectively sell to) the Customer a Quantity of Gas that ensures that the Customer's Inventory Level falls between 0% and 100% for the Day concerned.

The Daily Quantity Purchased for Day D shall be determined as follows:

The Daily Quantity Purchased for Day D is (i) - (ii), when the value (i) - (ii) is positive. Otherwise, the Daily Quantity Purchased is zero;

- (i) where (i) is the Inventory for day D-1 plus the Daily Quantity Actually Injected on Day D and the Quantity Acquired on Day D, less the Daily Quantity Actually Withdrawn on Day D and the Quantity Sold on Day D;
- (ii) where (ii) is the value of the Inventory for an Inventory Level at 100% for Day D.

The Daily Quantity Sold for Day D shall be determined as follows:

The Daily Quantity Sold for Day D is (i), when the value (i) is negative. Otherwise, the Daily Quantity Sold is zero;

### **6.4 - Notification of Storage Implementation**

Each Day, under the conditions stipulated in the Operational Procedures, the Storage Operator shall notify the Customer of the Daily Quantities Injected, Purchased under an overrun of the Inventory Level at 100%, Sold under an overrun of the Inventory Level at 0%, Transferred or Acquired during the previous Day and the Inventory for the previous Day, as valid at the start of the Day.

## **6.5 - Use of measurements and communication of information to the Transmission Operator**

The Storage Operator is free to use the measurements it takes in implementation of the Agreement, subject to the provisions of Article 20 - Confidentiality of the General Terms and Conditions.

It is expressly agreed that the Storage Operator is authorised to provide the Transmission Operator concerned with the measurements taken at a Transmission-Storage Interface Point, as well as the Daily Quantities Requested or Scheduled for Injection or Withdrawal concerning the Customer on any Storage Group.

## **Article 7 - Maintenance of the Storage Facility**

### **7.1 - Common rules**

The Storage Operator shall make every effort to carry out maintenance operations on each Storage Group as well as tests, extensions and refurbishments of Storage Groups under conditions that minimise the consequences of these operations for all Users of the Storage Groups.

The Storage Operator shall make every effort to notify the Customer as soon as possible of maintenance operations likely to affect the performance of the Agreement.

In compliance with the statutory and regulatory obligations applicable to the Storage Operator when carrying out maintenance operations, the Storage Operator shall pass on the consequences of such maintenance operations to all Users of the Storage Group that have a Storage Access Agreement in force for the Storage Group affected by these maintenance operations, in proportion to their respective storage capacities. During maintenance operations, Conditional Daily Injection\* Capacities and Capacities with regard to the Flow Plus Offer are zero.

### **7.2 - Scheduled maintenance**

#### **7.2.1 - Undertaking by the storage operator**

In the event that such maintenance operations are likely to affect the performance of the Agreement on a Storage Group and are scheduled in advance by the Storage Operator, the latter undertakes to inform the Customer no later than 60 (sixty) calendar days before the planned start of such operations. For this purpose, the Storage Operator shall send the Customer a numbered notice of scheduled reduction in capacities, specifying for each Storage Group affected by these maintenance operations:

- the identification of the operations to be carried out.
- the best forecasts of the start and end dates of these operations that are likely to affect injection or withdrawal on the Storage Group concerned,
- and the Storage Operator's best estimate of the values of the Basic Daily Injection and Withdrawal Capacities during the expected period of these maintenance operations.

These values for the Basic Daily Injection and Withdrawal Capacities during the expected period of these maintenance operations are called Forecast Daily Capacities before Transfer of Injection\* Rights-of-Use (defined in Article 8.3.2 - Verification of Requests for a Transfer of Injection\* Rights-of-Use).

#### **7.2.2 - Planned reduction notice**

The Storage Operator undertakes to update the information contained in a planned capacity reduction notice as soon as it has more information on the progress of maintenance operations, their start and end dates, and their impact on Forecast Daily Capacities before Transfer of Injection\* Rights-of-Use. Updated planned capacity reduction notices retain their original number.

At the latest, before 6 p.m. on the Thursday of the Week preceding the start of the maintenance operations concerned, the Storage Operator shall notify the Customer, for each Day of the Week, to what extent and for what period its injection and withdrawal obligations are affected on each Storage Group concerned. To this end, the Storage Operator shall provide the Customer with a final version of the planned capacity reduction notice, retaining its original number, specifying the Forecast Daily Capacities before Transfer of the Injection\* Rights-of-Use and the dates concerned. If such a planned capacity reduction notice is not published, the last planned capacity reduction notice published shall be deemed to take its place.

In the absence of a planned capacity reduction notice on a given Day, the Forecast Daily Capacities before

Transfer of Injection\* Rights-of-Use shall be equal to the Basic Daily Injection\* Capacities for the same Day.

### **7.2.3 - Scheduled maintenance quotas**

For each Storage Group and for each Day on which the said maintenance operations are carried out, the Storage Operator's obligations shall be suspended for the duration and within the limit of the effects of these operations on its obligations, without the Customer being entitled to claim any damage as a result or being released from its payment obligations under the Agreement.

For each Day of the Agreement, the daily injection\* unavailability rate is defined as the ratio of the difference between the Basic Daily Injection\* Capacity for that Day and the Forecast Daily Capacity before Transfer of the Injection\* Rights-of-Use for that same Day specified in a planned capacity reduction notice, to the Basic Daily Injection\* Capacity for that same Day.

If, for each Day between April 1 in one year and March 31 in the following year, the cumulative daily Injection\* unavailability rates exceed the quotas set in the Special Terms and Conditions, then the Storage Operator shall reimburse the Customer as stipulated in Article 9.12.1 - Reimbursements for non-compliance with maintenance quotas.

## **7.3 - Unscheduled maintenance**

### **7.3.1 - Conditions of unscheduled maintenance**

On the previous day before noon at the latest, the Storage Operator, in its capacity as a Prudent and Reasonable Operator, may decide to carry out an exceptional maintenance operation on a Storage Group where the Customer has subscribed contractual storage capacity. This operation may affect the Customer's Forecast Daily Injection\* Capacity above the levels or after the dates specified in the most recently published planned capacity reduction notice. Any Forecast Daily Injection\* Capacities reduced in this way are called Daily Capacities Available for Injection\*.

### **7.3.2 - Unscheduled reduction notice**

In the event of an unscheduled maintenance operation, the Storage Operator undertakes to inform the Customer of the extent to which and for what period of time its obligations will actually be affected during Day D and shall provide the Customer, for each Storage Group concerned, with an unscheduled capacity reduction notice specifying the Daily Capacities Available for Injection\*.

The Storage Operator undertakes to update the information contained in an unscheduled capacity reduction notice as and when it determines the likely progress of the exceptional maintenance operations, their start and end dates and their impact on the Daily Capacities Available for Injection\*. Updated unscheduled capacity reduction notices retain their original number.

In the absence of an unscheduled capacity reduction notice on a given Day, Daily Capacities Available for Injection\* shall be equal to the Forecast Daily Injection\* Capacities on the same Day.

### **7.3.3 - Days of unavailability resulting from unscheduled maintenance**

During the performance of the said unscheduled maintenance operations, the Storage Operator's obligations shall be suspended for the duration and within the limit of the effects of those operations on those obligations, without the Customer being entitled to claim any damage as a result of being released from its payment obligations.

The Storage Operator shall calculate the cumulative amount between April 1 in one year and March 31 in the following year of the maximum each Day between:

- on the one hand, the daily injection unavailability rate as a result of unscheduled maintenance,
- on the other hand, the daily withdrawal unavailability rate as a result of unscheduled maintenance.

The daily unscheduled injection unavailability rate is defined as the ratio of the difference between Forecast Daily Injection Capacity for that Day and Daily Capacities Available for Injection for that same Day, specified in an

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\* (respectively Withdrawal)

unscheduled capacity reduction notice, to the Basic Daily Injection Capacity for that same Day.

The daily unscheduled injection unavailability rate is defined as the ratio of the difference between Forecast Daily Injection Capacity for that Day and Daily Capacities Available for Injection for that same Day, specified in an unscheduled capacity reduction notice, to the Basic Daily Injection Capacity for that same Day.

The Storage Operator shall use the result of this calculation to provide reimbursements as defined in Article 9.12.1.2 Unscheduled maintenance.

## **Article 8 - Secondary market**

### **8.1 - Transfer of storage capacities**

The Customer may transfer storage capacities on a Storage Group to third parties other than the Storage Operator or the Transmission Operator, provided that it has obtained prior written agreement from the Storage Operator. In addition to a Nominal Storage Capacity, a transferred storage capacity may also be a Nominal Injection Capacity\*\* or a Volume Capacity acquired as part of a Nominal Storage Capacity.

The transferor undertakes that the acquirer shall sign a storage access agreement with the Storage Operator. The acquirer of the storage capacities becomes responsible to the Storage Operator for all the rights and obligations linked with these capacities. For the Customer, therefore, a Transfer of storage capacities entails an amendment to the Agreement.

If the Customer breaches this provision, the Storage Operator is entitled to terminate the Agreement without notice or compensation.

The Customer must make a formal request to the Storage Operator to transfer all or part of its storage capacity on a Storage Group

- for a storage capacity other than a Volume Capacity: no later than the 10<sup>th</sup> of a given month for a transfer due to take place on the 1<sup>st</sup> day of the following month, given that a transfer can only take place on the 1<sup>st</sup> of a given month;
- for a Volume Capacity: with 10 (ten) working days' notice.

The Customer's request must specify the transfer date, the acquirer's identity, the Storage Group concerned and the storage capacity concerned. The Storage Operator will consider the transfer request and undertakes to respond to it within 5 calendar days of receiving the full request from the Customer.

If the transfer is an over-the-counter transaction between the parties, the acquirer must confirm with the Storage Operator the details of the transfer request provided by the Customer.

The Storage Operator must provide reasons for any refusal.

If the Storage Operator approves the transfer of capacities, this only becomes effective once an amendment to the Agreement has been signed, notably including the values of the storage capacity transferred or acquired and the establishment by the Acquirer of the guarantees specified in Article 10 - Guarantee.

#### **8.1.1 - Conditions of a Transfer of Nominal Storage Capacities**

A Customer transferring Nominal Storage Capacity may transfer all or part of the Maximum Conditional Injection\* Capacity associated with the Nominal Storage Capacity owned by the customer before the transfer.

The Maximum Conditional Daily Injection\* Capacity retained is equal to the Maximum Conditional Daily Injection\* Capacity before the transfer less the Maximum Conditional Daily Injection\* Capacity transferred.

If the Customer acquires Nominal Storage Capacity, and provided that no Maximum Conditional Injection\* Capacity associated with such Nominal Storage Capacity had been subscribed prior to the transfer, it may, if it wishes, subscribe additional Maximum Conditional Daily Injection\* Capacity up to 100 % of the Maximum Conditional Daily Injection\* Capacity associated with the Nominal Storage Capacity acquired.

Transferred Releasable Capacities remain Releasable Capacities for the Customer acquiring them.

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\* (respectively Withdrawal)

### **8.1.2 - Conditions of a Transfer of Injection\* Capacity**

The Daily Injection\* Capacity Transferred or Acquired is set after any reductions applied under Article 7.2 - Scheduled maintenance.

At maximum, the Daily Injection\* Capacity Transferred or Acquired on a given Day by the user of a Storage Group on that Storage Group is equal to the sum:

- of the Nominal Injection\* Capacity Transferred or Acquired
- multiplied by the Injection\* Capacity Reduction Factor corresponding to an Inventory Level of 100% (or 0%)
- and by the highest scheduled maintenance reduction coefficient published by the Storage Operator for the rest of the period.

The Injection\* Capacity Transferred or Acquired shall be constant until the end of the Agreement. No scheduled maintenance may be applied later to the Acquired Injection\* Capacity. However, Article 13 - Force majeure, of Article 14 - Operational instructions and of 7.3 - Unscheduled maintenance of the General Terms and Conditions apply.

In the case of a Transfer of Injection\* Capacity on a Storage Group, the Conditional Injection\* Capacity subscribed on that Group in addition to the Injection\* Capacity is not transferred. The transferring Customer shall remain responsible vis-a-vis the Storage Operator for all the rights and obligations associated with the said Conditional Injection\* Capacity for that Storage Group.

### **8.1.3 - Conditions of a Transfer of Volume Capacity**

Acquired Volume Capacities are added to the Volume Capacity associated with the Customer's Nominal Storage Capacity for the Storage Group concerned, without altering the value of the Nominal Injection\* Capacity available to the Customer on that Group under the Agreement. Transferred Volume Capacities are deducted from the Volume Capacity associated with the Customer's Nominal Storage Capacity for the Storage Group concerned, without altering the value of the Nominal Injection\* Capacity available to the Customer on that Group under the Agreement.

## **8.2 - Transfer of Quantities of Gas in inventory**

The Customer can transfer (or acquire) Quantities of Gas in inventory on a Storage Group where it has subscribed storage capacity, on any Day, to (or from) a User of that Storage Group.

Transfers and acquisitions of Quantities of Gas in Inventory are only possible between customers of the same Storage Group.

No amendment to the Agreement is required for transfers and acquisitions of Quantities of Gas in Inventory.

To make such transfers or acquisitions, the Customer shall notify the Storage Operator, within 10 (ten) working days of the date of the transfer, under the terms stipulated in the Operational Procedures, of the identity of the acquirer and the Quantities of Gas that it intends to acquire or transfer.

If the transfer takes the form of an over-the-counter transaction between the parties, the acquirer must notify the Storage Operator of the details of the transfer request communicated by the Customer.

Under the conditions stipulated in the Operational Procedures, the Daily Quantities Requested for Acquisition or Transfer shall be deemed to be scheduled by the Storage Operator, which may have scheduled Daily Quantities Purchased or Sold as a result of the overruns of the Inventory Levels at 100% or 0%.

The Storage Operators shall notify the Customer of the Scheduled Daily Quantities Acquired or Transferred on each Storage Group.

The Scheduled Daily Quantities Acquired or Transferred correspond to the Daily Quantities Acquired or Transferred.

## **8.3 - Transfer of Rights-of-Use**

The Customer may transfer Injection\* Rights-of-Use on a Storage Group where it has subscribed storage capacity, on any Day, to a User of that Storage Group.

Injection\* Rights-of-Use can only be transferred between customers of the same Storage Group and do not require an amendment to the Agreement.

Rights-of-Use on Conditional Daily Injection\* Capacities and Daily Injection\* Capacities under the Flow Plus Offer

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\* (respectively Withdrawal)

and the UIOLI Offer cannot be transferred.

### **8.3.1 - Conditions for Transfer of Injection\* Rights-of-Use**

For the Transfer of Injection\* Rights-of-Use, the Customer shall notify the Storage Operator at the latest on Day D-1, on the terms stipulated in the Operational Procedures, of Requests for a Transfer of Injection\* Rights-of-Use that it plans to transfer on Day D.

If the transfer takes the form of an over-the-counter transaction between the parties, the acquirer must notify the Storage Operator of the details provided by the Transferor.

In the case of a Transfer of Injection\* Right-of-Use, the obligations under this Agreement shall not be affected and shall remain the responsibility of the Customer. In particular the Customer must comply with the limitations regarding Maximum and Minimum Inventory (Article 4.1.2 - Limitations on Maximum and Minimum Inventory of the General Terms and Conditions); in particular, the sum of the Daily Quantity Requested for Injection\* and Requests for Transfer of Injection\* Rights-of-Use cannot exceed the Customer's Basic Daily Injection\* Capacity.

Requests for a Transfer of Injection\* Right-of-Use shall be defined by the Customer after any reductions under Article 7.2 - Scheduled maintenance of the General Terms and Conditions. No scheduled Maintenance shall apply subsequently to the Acquired Rights-of-Use; however, Article 13 - Force majeure, of Article 14 - Operational instructions and Article 7.3 - Unscheduled maintenance, of the General Terms and Conditions shall apply.

### **8.3.2 - Verification of Requests for a Transfer of Injection\* Rights-of-Use**

Every Day, under the conditions stipulated in the Operational Procedures, the Storage Operator shall check Requests for a Transfer of Injection\* Rights-of-Use submitted by the Customer for the next Day.

Every Day, the Storage Operator shall verify that the Customer's Requests for a Transfer of Injection\* Rights-of-Use do not exceed the Forecast Daily Capacities before the Customer's Transfer of Injection\* Rights-of-Use. If this is not the case, the Storage Operator shall reduce the Customer's Requests for the Transfer of Injection\* Rights-of-Use on the terms stipulated in the Operational Procedures. These capacities, including any reductions, are called Transferred Injection\* Rights-of-Use.

For any User of a Storage Group that acquires from the Customer an Injection\* Right-of-Use for Day D on that Storage Group, the Injection\* Right-of-Use Acquired for Day D from the Customer for that Storage Group shall be equal to the Injection\* Usage Right Transferred by the Customer for the Storage Group for Day D to that Storage Group User.

The Storage Operator shall then notify the Customer of the Injection\* Rights-of-Use transferred and acquired for Day D, for each Storage Group specified in the Special Terms and Conditions.

## **Article 9 - Price**

### **9.1 - Price of storage capacities**

The Price that the Customer must pay the Storage Operator includes the cumulative amount of the prices for reserving storage capacities on each Storage Group in the Customer's Agreement.

The reservation price for the storage capacities on a Storage Group is equal to the cumulative amount of the following unit prices expressed in euros:

- capacity reservation charge rate (TRC) calculated by multiplying the storage capacity reservation unit price (PURC) specified in the Special Terms and Conditions by the sum of the storage capacities reserved on the Storage Group concerned and specified in the Special Terms and Conditions, including the capacities acquired and excluding the capacities transferred within the scope of transfers under Article 8.1 - Transfer of storage capacities,
- injection quantity charge rate (TQI) calculated by multiplying the injection quantity unit price (PUQI) specified in the Special Terms and Conditions by the cumulative amount of the Basic Daily Injection Quantities over the term of the Agreement, and the Daily Quantities Actually Injected under the Flow Reversal service over the term of the Agreement.
- withdrawal quantity charge rate (TQS) calculated by multiplying the withdrawal quantity unit price (PUQS) specified in the Special Terms and Conditions by the cumulative amount of the Basic Daily Quantities Actually Withdrawn over the term of the Agreement, and the Flow Reversal Daily Quantities Actually Withdrawn over

the term of the Agreement.

The amounts are owed for the Period of Validity of the Agreement.

### **9.2 - Price of the Conditional Injection Capacity Option**

If the Customer has subscribed a Conditional Injection Capacity Option for one or more Storage Group(s) on which it has reserved Nominal Storage Capacity, this is specified in the Special Terms and Conditions.

In this case, the price that the Customer must pay the Storage Operator shall be increased by the cumulative amount of the prices of the Conditional Injection Capacity Option calculated for each Storage Group on which the Customer has subscribed a Conditional Injection Capacity Option.

The price of the Conditional Injection Capacity Option for a Storage Group is equal to the cumulative amount of the following amounts expressed in Euros:

- conditional injection capacity reservation charge rate (TRCIC) calculated by multiplying the conditional injection capacity reservation unit price (PURCIC) specified in the Special Terms and Conditions by the Maximum Conditional Daily Injection Capacity reserved on each Storage Group, which is also specified in the Special Terms and Conditions.
- conditional injection quantity charge rate (TQIC) which is calculated by multiplying the conditional injection quantity unit price (PUQIC) specified in the Special Terms and Conditions by the combined total of the Conditional Daily Quantities Injected each Day over the term of the Agreement.

### **9.3 - Price of the Conditional Withdrawal Capacity Option**

If the Customer has subscribed a Conditional Withdrawal Capacity Option on one or more Storage Group(s) on which it has reserved Nominal Storage Capacity, this is specified in the Special Terms and Conditions.

In this case, the Price that the Customer must pay the Storage Operator shall be increased by the cumulative amount of the prices of the Conditional Withdrawal Capacity Options calculated for each Storage Group on which the Customer has subscribed a Conditional Withdrawal Capacity Option.

The price of the Conditional Withdrawal Capacity Option for a Storage Group is equal to the cumulative amount of the following amounts expressed in euros:

- conditional withdrawal capacity charge rate (TRCSC) calculated by multiplying the Conditional withdrawal capacity unit price (PURCSC) specified in the Special Terms and Conditions, by the Maximum Conditional Daily Withdrawal Capacity subscribed on each Storage Group, which is also specified in the Special Terms and Conditions.
- conditional withdrawal quantity charge rate (TQSC) which is calculated by multiplying the conditional withdrawal quantity unit price (PUQSC) specified in the Special Terms and Conditions by the cumulative amount of the Conditional Daily Quantities Withdrawn every Day over the term of the Agreement.

### **9.4 - Price of the Flow Plus Offer**

The price of the service linked to the Flow Plus Offer over the term of the Agreement is equal to the cumulative total of the following amounts expressed in euros:

- Injection charge rate under the Flow Plus Offer (TQIFP) which is equal to the cumulative amount obtained by multiplying the injection quantity unit prices under the Flow Plus Offer by the Flow Plus Daily Quantities Actually Injected for Day D.
- Withdrawal charge rate under the Flow Plus Offer (TQSFP) which is equal to the cumulative amount obtained by multiplying the withdrawal quantity unit prices under the Flow Plus Offer by the Flow Plus Daily Quantities Actually Withdrawn for Day D.

In this case, the price that the Customer must pay the Storage Operator is increased by the price of the service associated with the Flow Plus Offer.

### **9.5 - Price of the UIOLI Offer**

The price of the service linked to the UIOLI Offer over the term of the Agreement is equal to the cumulative total of the following amounts expressed in Euros:

- injection charge rate under the UIOLI Offer (TQIU) which is equal to the cumulative amount obtained by multiplying the injection quantity unit prices under the UIOLI Offer put forward by the Customer for Day D by the UIOLI Daily Quantities Actually Injected for Day D.
- withdrawal charge rate under the UIOLI Offer (TQSU) which is equal to the cumulative amount obtained by multiplying the withdrawal quantity unit prices under the UIOLI Offer put forward by the Customer for Day D by the UIOLI Daily Quantities Actually Withdrawn for Day D.

In this case, the price that the Customer must pay the Storage Operator is increased by the price of the service associated with the UIOLI Offer.

The unit prices for quantities injected\* under the UIOLI Offer proposed by the Customer must be greater than or equal to the floor price for the Daily Quantity Requested for Injection\* under the UIOLI Offer published by the Storage Operator under the conditions stipulated in the Operational Procedures.

### **9.6 - Price of a transfer or acquisition of Nominal Storage Capacities**

For each transfer or acquisition of Nominal Storage Capacities, the Transferor and the Acquirer shall pay the Storage Operator, for each Storage Group concerned, a capacity transfer charge rate (TCC) as defined in the Special Terms and Conditions.

The storage capacity reservation charge rate (TRC) as described in Article 9.1 - Price of storage capacities paid by the Customer, includes the capacity acquired or is reduced by the capacity transferred multiplied by the storage capacity reservation unit price (PURC) specified in the Special Terms and Conditions.

### **9.7 - Price of a transfer or acquisition of Injection or Withdrawal Capacities**

For each transfer or acquisition of part or all of its injection\* capacity, the Transferor and the Acquirer shall pay the Storage Operator, for each Storage Group concerned, an injection capacity transfer charge rate (TCCI) (respectively withdrawal capacity transfer charge rate (TCCS)), as defined in the Special Terms and Conditions.

### **9.8 - Price of a transfer or acquisition of Volume Capacity**

For each transfer or acquisition of part or all of its injection\* capacity, the Transferor and the Acquirer shall pay the Storage Operator, for each Storage Group concerned, a volume capacity transfer charge rate (TCCV), as defined in the Special Terms and Conditions.

### **9.9 - Price of a transfer or acquisition of Quantities of Gas in Inventory**

For each transfer or acquisition of a Quantity of Gas in Inventory on a given Storage Group to/from another User of the same Storage Group, the Transferor and the Acquirer shall pay the Storage Operator, for each Storage Group concerned, an inventory transfer charge rate, such amount being at least equal to the minimum charge rate for Inventory Transfer (TMCC) or to the amount obtained by multiplying the Inventory transfer unit price (PUCS) specified in the Special Terms and Conditions by the volume of MWh transferred or acquired.

### **9.10 - Price of a Transfer of Injection\* Rights-of-Use**

For each transfer or acquisition of part or all of its Injection Right-of-Use reserved on a give Storage Group to/from another User of the same Storage Group, the Transferor and the Acquirer shall pay the Storage Operator, for each Storage Group concerned, a charge rate for Right-of-Use transfer (TCDU) as defined in the Special Terms and Conditions.

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\* (respectively Withdrawn)

## **9.11 - Price supplements**

### **9.11.1 - Price supplement linked to a Maximum Inventory Overrun**

For every Day, the difference, if positive, between the previous day's Inventory, less the Daily Quantity Actually Withdrawn and the Transferred Daily Quantities, plus the Daily Quantity Actually Injected and the Acquired Daily Quantities on the one hand, and the Maximum Inventory for that Day on the other hand, shall constitute a Maximum Inventory Overrun.

For every Day D for which the Storage Operator determines a Maximum Inventory Overrun and if the Storage Operator has previously identified an Inventory Overrun for Day D-1, the Maximum Inventory Overrun for Day D shall give rise to a penalty calculated as follows:

$$PJDSMAX(D) = 0.50 \times [PREF(D) + PTRANSP] \times QJDSMAX(D)$$

where:

- PJDSMAX(D) is the amount in Euros of the daily penalty arising from a Maximum Inventory Overrun,
- QJDSMAX(D) is the Daily Quantity corresponding to the Maximum Inventory Overrun of Day D, expressed in MWh,
- PREF(D) is the market reference price. It is equal to the listed gas price on Day D, expressed in EUR/MWh (GCV), where D is the day of delivery.

In the case of an overrun on a Storage Group in the North zone (respectively South zone in the case of an overrun on a Storage Group in the South zone), it corresponds to the Powernext<sup>®</sup> Gas Spot DAP (Day Average Price) at PEG North (respectively PEG South), expressed in EUR/MWh at 25°C, divided by 1.0026 (one point zero zero twenty-six), using the following rounding rule: if the fifth figure after the point is less than 5, it shall be rounded down to the fourth figure after the point; if it is equal to or higher than 5, it shall be rounded up to nearest higher value of the fourth figure after the point.

The Powernext<sup>®</sup> Gas Spot DAP indexes are published by Powernext SA on its website ([www.powernext.com](http://www.powernext.com)). *Powernext SA owns all the intellectual property rights to the indexes Powernext<sup>®</sup> Gas Spot DAP. Powernext SA is not involved in the distribution of products for which its indexes serve as a reference. Powernext SA cannot be held liable for any inaccuracy, error or omission concerning the data for which its indexes serve as a reference. All further distribution, redistribution or indexation of Powernext's market database, commercial or otherwise, by any media whatsoever, is forbidden without the express prior consent of Powernext.*

- PTRANSP is the unit price for transmission.

For a H-gas Storage Group in the North zone or in the South zone, it is zero.

For a L-gas Storage Group in the North zone, it corresponds to the price term for gas quality conversion, as specified in the Special Terms and Conditions.

### **9.11.2 - Price Supplement linked to an Inventory Level in excess of 100%**

For every Day D, the Daily Quantity Purchased determined pursuant to Article 6.3, if positive, is deemed to constitute an Overrun of Inventory Level at 100%.

For every Day D for which the Storage Operator determines an Overrun of Inventory Level at 100%, the Storage Operator purchases from the Customer the Daily Quantity Purchased.

The purchase price of the Daily Quantity Purchased by the Storage Operator is calculated as follows:

$$PQJADS100\%(D) = 0.5 \times [PREF(D) + PTRANSP + PUQS] \times QJADS100\%(D)$$

where:

- PQJADS100%(D) is the amount in Euros of the Daily Quantity Purchase under an Overrun of Inventory Level at 100%,
- QJADS100%(D) is the Daily Quantity Purchased by the Storage Operator under an Overrun of Inventory Level at 100% on Day D, expressed in MWh,
- PREF(D) and PTRANSP have the same meaning as in Article 9.11.1 - Price supplement linked to a Maximum Inventory Overrun.
- PUQS is the withdrawal quantity unit price, as specified in the Special Terms and Conditions.

### **9.11.3 - Price Supplement linked to a Minimum Inventory Overrun**

For every Day D, if the difference between, firstly, the Minimum Inventory on that Day D, and secondly, the Inventory on Day D-1 decreased by the Daily Quantity Actually Withdrawn and the Daily Quantities Transferred, and increased by the Daily Quantity Actually Injected and the Daily Quantities Acquired, is positive, it is deemed to constitute an Minimum Inventory Overrun.

For every Day D for which the Storage Operator determines a Minimum Inventory Overrun and provided that the Storage Operator has previously determined an Inventory Overrun on Day D-1, the Minimum Inventory Overrun on Day D gives rise to a penalty calculated as follows:

$$PJDSMIN(D) = 0.5 \times [PREF(D) + PTRANSP] \times QJDSMIN(D)$$

where:

- PJDSMIN(D) is the amount in Euros of the daily penalty for a Minimum Inventory Overrun on Day D,
- QJVSMIN(D) is the Daily Quantity corresponding to the Minimum Inventory Overrun on Day D, expressed in MWh (GCV),
- PREF(D) and PTRANSP have the same meaning as in Article 9.11.1 - Price supplement linked to a Maximum Inventory Overrun.

### **9.11.4 - Price Supplement linked to a Negative Inventory Level**

For every Day D, the Daily Quantity Sold determined pursuant to Article 6.3, if positive, is deemed to constitute an Overrun of Inventory Level at 0%.

For every Day D for which the Storage Operator determines an Overrun of Inventory Level at 0%, the Storage Operator sells to the Customer the Daily Quantity Sold.

The sale price of the Daily Quantity Sold by the Storage Operator is calculated as follows:

$$PQJVDS0\%(D) = 1.5 \times [PREF(D) + PTRANSP + PUQI] \times QJVDS0\%(D)$$

where:

- PQJVDS0%(D) is the amount in Euros of the Daily Quantity Sold by the Storage Operator under an Overrun of Inventory Level at 0%,
- QJVDS0%(D) is the Daily Quantity Sold by the Storage Operator under an Overrun of Inventory Level at 0% on Day D, expressed in MWh,
- PUQI is the injection quantity unit price, as specified in the Special Terms and Conditions.
- PREF(D) and PTRANSP have the same meaning as in Article 9.11.2 - Price Supplement linked to an Inventory Level in excess of 100%.

### **9.11.5 - Limitations on price supplement**

If, for a Storage Group, the Maximum Inventory Overrun (respectively Minimum Inventory Overrun) results from the application of Article 13 - Force majeure or an event of Force Majeure on the part of the Transmission Operator regarding the offtake or delivery of natural gas at the PITS corresponding to the Storage Group, of Article 7.3 - Unscheduled maintenance or Article 14 - Operational instructions, the associated penalty is zero.

If, for a Storage Group, all or part of the Daily Quantity Purchased by the Storage Operator under an Overrun of Inventory Level at 100% (respectively of the Daily Quantity Sold by the Storage operator under an Overrun of Inventory Level at 0%) results from the application of Article 13 - Force majeure or from an event of Force Majeure on the part of the Transmission Operator affecting the offtake or delivery of natural gas at the PITS corresponding to the Storage Group, of Article 7.3 - Unscheduled maintenance or of Article 14 - Operational instructions of the General Terms and Conditions, the coefficient 0.5 (respectively 1.5) used to calculate PQJADS100% (respectively PQJVDS0%) is replaced by 1 (one) for the part of the quantity in question.

However, the application of the previous two clauses shall be limited to the period from the Day during which the Customer was informed of the event or circumstance, until the Day immediately following the Day on which the said event ended. If this period exceeds 10 calendar days, the parties agree to meet in order to consider their subsequent course of action.

The penalties and purchases or sales provided for in Articles 9.11.1 - Price supplement linked to a Maximum Inventory Overrun, 9.11.2 - Price Supplement linked to an Inventory Level in excess of 100%, 9.11.3 - Price Supplement linked to a Minimum Inventory Overrun, 9.11.4 - Price Supplement linked to a Negative Inventory Level, and 9.11.5 - Limitations on price supplement of the General Terms and Conditions, constitute the sole compensation the Storage Operator may claim in relation with a Maximum or Minimum Inventory Overrun.

## **9.12 - Reimbursements**

### **9.12.1 - Reimbursements for non-compliance with maintenance quotas**

#### **9.12.1.1 - Scheduled maintenance**

In the event of a scheduled reduction notice resulting in the limits specified in Article 7.2.3 - Scheduled maintenance quotas, being exceeded, the Storage Operator shall pay the Customer a sum equal to the result of multiplying the unit reimbursement price for scheduled maintenance beyond the annual withdrawal quota specified in the Special Terms and Conditions by the Quantity of Gas which could not be withdrawn each Day as a result of these maintenance operations, plus the result of multiplying the unit reimbursement price for scheduled maintenance beyond the annual injection quota specified in the Special Terms and Conditions by the Quantity of Gas that could not be injected each Day as a result of these maintenance operations.

The Quantity of Gas that could not be injected\*\* on a given Day in the scheduled maintenance period because of these maintenance operations, shall be the difference, if positive, calculated by the Storage Operator between, on the one hand, the minimum between the Basic Daily Injection\* Capacity for the Day and the Daily Quantity Requested for Injection\* for that Day and, on the other hand, the Forecast Daily Capacity before the Transfer of Injection\* Rights-of-Use on that same Day.

#### **9.12.1.2 Unscheduled maintenance**

##### **a) Cumulative unscheduled maintenance less than or equal to 20 (twenty) Days equivalent**

For a given Storage Group, during the said unscheduled maintenance operations and within these limits, the Customer shall not be released from its payment obligations under the Agreement, but the Storage Operator shall pay the Customer a sum equal to:

- the result of multiplying the unit reimbursement price for unscheduled maintenance for withdrawal below 20 (twenty) Days equivalent specified in the Special Terms and Conditions by the Quantity of Gas that could not be withdrawn every Day because of these maintenance operations,
- plus the result of multiplying the unit reimbursement price for unscheduled maintenance for injection below 20 (twenty) Days equivalent specified in the Special Terms and Conditions by the Quantity of Gas that could not be injected every Day because of these maintenance operations.

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\*\* (respectively Withdrawn)

\* (respectively Withdrawal)

The Quantity of Gas that could not be injected\*\* on a given Day during the unscheduled maintenance period due to these operations, shall be equal to the difference, if positive, calculated by the Storage Operator between, on the one hand, the minimum between the Daily Quantity Requested for Injection\* for that Day and the Forecast Daily Injection\* Capacity that same Day and, on the other hand, the Daily Capacity Available for Injection\* for that same Day.

### **b) Cumulative unscheduled maintenance greater than 20 (twenty) Days equivalent**

For a given Storage Group, in the event that the scheduled reduction notice should result in the limits stipulated by Article 7.3.3 - Days of unavailability resulting from unscheduled maintenance, being exceeded, the Customer is not released from its payment obligations under the Agreement, but the Storage Operator shall pay the Customer a sum equal to:

- the result of multiplying the unit reimbursement price for unscheduled maintenance for withdrawal above 20 (twenty) Days equivalent specified in the Special Terms and Conditions, by the Quantity of Gas that could not be withdrawn every Day beyond the 20 (twenty) Days equivalent specified in the Special Terms and Conditions, because of these maintenance operations,
- plus the result of multiplying the unit reimbursement price for unscheduled maintenance for injection above 20 (twenty) Days equivalent specified in the Special Terms and Conditions, by the Quantity of Gas that could not be injected every Day beyond the 20 (twenty) Days equivalent specified in the Special Terms and Conditions, because of these maintenance operations.

The Quantity of Gas that could not be withdrawn or injected on a Day during the period of unscheduled maintenance above the 20 (twenty) Days equivalent because of these operations, shall be calculated in the same way as for a Day of unscheduled maintenance within the scope of the 20 (twenty) Days equivalent.

#### **9.12.1.3 Limitation of reimbursements**

For each Storage Group, the amounts paid by the Storage Operator to the Customer in relation to all maintenance operations whether scheduled or not, as part of the annual quota or not, shall be capped at the storage capacity reservation charge rate for the Storage Group concerned.

The Customer waives the right to institute any proceedings against the Storage Operator beyond these amounts and undertakes to arrange an identical waiver with its insurers.

#### **9.12.2 Reimbursements for refused Conditional Daily Quantities**

##### **a) Injection**

On each Day D, the Storage Operator shall calculate EDPI(d), which is the difference between the Conditional Daily Quantity Requested for Injection minus the Conditional Daily Quantity Scheduled for Injection.

On each Day D, the Storage Operator shall also calculate the following three cumulative amounts from April 1 (or the first day of the Agreement) in a given year until Day D inclusive:

- the cumulative total of the requested injection ratios defined each Day as the ratio between the Conditional Daily Quantity Requested for Injection and the Conditional Daily Injection Capacity for that Day. This total is called the cumulative number of equivalent days for which conditional injection is requested. It is written CI1(D).
- the cumulative total of the scheduled injection option ratios defined each Day as the ratio between the Conditional Daily Quantity Scheduled for Injection and the Conditional Daily Injection Capacity for that Day. This total is called the cumulative number of equivalent days scheduled for conditional injection. It is written CI2(D).
- the accumulated total of injection option ratios requested but not scheduled, defined each Day as the ratio between the difference EDPI(D) of the Day and the Conditional Daily Injection Capacity for that Day. This total is called the cumulative number of equivalent days for which conditional injection is refused. It is written CI3(D).

If, between April 1 (or the first day of the Agreement) in a given year and March 31 in the following year, the cumulative number of equivalent days scheduled for injection (CI2) is less or equal to 50 (fifty) and the number of equivalent days for which conditional injection is requested (CI1) is strictly greater than CI2, the Customer is entitled to require from the Storage Operator the reimbursement of Unscheduled Conditional Daily Injection

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\*\* (respectively Withdrawn)

Quantities.

On the Customer's request, the Storage Operator shall sum up the EDPI(D) since the starting date of the Agreement until the cumulative number of equivalent days for which conditional injection is refused CI3(D) reaches the difference between 50 (fifty) and the number of equivalent days scheduled for injection (CI2).

The Storage Operator shall deduct from the Customer's invoice an amount equal to the total of EDPI(D) calculated as described above multiplied by the unit price for reimbursement of Unscheduled Conditional Daily Injection Quantities below the annual quota, as specified in the Special Terms and Conditions.

### **b) Withdrawal**

On each Day D, the Storage Operator shall calculate EDPS(d), which is the difference between the Conditional Daily Quantity Requested for Withdrawal minus the Conditional Daily Quantity Scheduled for Withdrawal.

On each Day D, the Storage Operator shall also calculate the following three totals from April 1 (or the first day of the Agreement) in a given year until Day D inclusive:

- the cumulative total of the requested withdrawal ratios defined each Day as the ratio between the Conditional Daily Quantity Requested for Withdrawal and the Conditional Daily Withdrawal Capacity for that Day. This total is called the cumulative number of equivalent days for which conditional withdrawal is requested
- the cumulative total, written CS2(D), of the requested withdrawal ratios defined each Day as the ratio between the Conditional Daily Quantity Requested for Withdrawal and the Conditional Daily Withdrawal Capacity for that Day. This total is called the cumulative number of equivalent days for which conditional withdrawal is scheduled.
- the cumulative total, written CS3(D), of the withdrawal option ratios requested but not scheduled, defined each Day as the ratio between the difference EDPS(D) for the Day and the Conditional Daily Withdrawal Capacity for that Day. This total is called the cumulative number of days equivalent for which conditional withdrawal is refused.

If, between April 1 (or the first day of the Agreement) in a given year and March 31 in the following year, the cumulative number of equivalent days scheduled for withdrawal (CS2) is less or equal to 10 (ten) and the number of equivalent days for which conditional withdrawal is requested (CS1) is strictly greater than CS2, the Customer is entitled to require from the Storage Operator the reimbursement of Unscheduled Conditional Daily Withdrawal Quantities.

On the Customer's request, the Storage Operator shall sum up the EDPS(D) since the starting date of the Agreement until the cumulative number of equivalent days for which conditional withdrawal is refused CS3(D) reaches the difference between 10 (ten) and the number of equivalent days scheduled for withdrawal (CS2).

The Storage Operator shall deduct from the Customer's invoice an amount equal to the total of EDPS(D) calculated as described above multiplied by the unit price for reimbursement of Unscheduled Conditional Daily Withdrawal Quantities below the annual quota, as specified in the Special Terms and Conditions.

## **Article 10 - Guarantee**

### **10.1 - Guarantee amount, terms and conditions**

The Customer shall provide the Storage Operator with a Guarantee in the form of (i) a security deposit paid to the Storage Operator or (ii) a first-demand guarantee issued by a leading banking institution that has a long-term credit rating equal to or better than A (Standard&Poor's) and A2 (Moody's), throughout the period of validity of the Guarantee. If not specified in writing by the Customer when the Agreement is signed, the Customer shall be deemed to have opted for the security deposit.

The amount of the Guarantee shall be equal to 2/12<sup>th</sup> (two twelfths) of the annual total of the Storage Reservation Capacity charge rates referred to in Article 9.1 - Price of storage capacities, plus an amount equal to 2/12<sup>th</sup> (two twelfths) of the annual total of the Transaction Amounts for all the storage capacities acquired within the scope of the transactions referred to Article 8.1 - Transfer of storage capacities.

The Storage Operator shall return the security deposit one month after the Agreement expires, after deduction, where applicable, of the monies still owed by the Customer to the Storage Operator under the Agreement or any other agreement between the Customer and the Storage Operator relating to its activities as a Storage Group operator.

The bank guarantee comes into force within thirty (30) calendar days after the signature date of the Agreement and will expire at the end of the Month following the expiry date of the Agreement. In the case of a multiannual agreement, the bank guarantee may be renewed each year, starting from the date on which it has come into force; the Customer undertakes to send the new guarantee to the Storage Operator one Month before the expiry date of the former guarantee.

## **10.2 - Exemptions**

**10.2.1** By way of exemption from the rule specified in Article 10.1 - Guarantee amount, terms and conditions, when the Customer is a company that has a long-term credit rating equal to or higher than A+ (Standard&Poor's) and A1 (Moody's), and expressly subject to the Storage Operator's prior written agreement, the amount of the Guarantee to be provided by the Customer is zero.

**10.2.2** By way of exemption from the rule specified in Article 10.1 - Guarantee amount, terms and conditions, when the Customer's parent company is a company that has a long-term credit rating equal to or higher than A+ (Standard&Poor's) and A1 (Moody's), and expressly subject to the Storage Operator's prior written agreement:

- at least 20% of the Guarantee must take the form (i) of a security deposit paid to the Storage Operator or (ii) a first-demand guarantee issued by a banking institution on the terms specified in clause 10.1 - Guarantee amount, terms and conditions,
- at most 50% of the Guarantee may take the form of a surety provided by the Customer's parent company,
- the rest of the Guarantee amount may take the form of a first-demand guarantee issued by the Customer's parent company.

**10.2.3** The Customer is obliged, at the Storage Operator's request and within a period of 5 calendar days, to provide its credit score from Standard & Poor's or Moody's. Otherwise, or in the absence of any one of the conditions to which the above-mentioned exemptions are subject, the provisions referred to in Article 10.1 - Guarantee amount, terms and conditions apply again, and the Customer must comply with these provisions on conditions identical to those specified for the initial Guarantee.

## **10.3 - Guarantee adjustments**

The amount of the Guarantee shall be adjusted upwards or downwards to take account of changes to the charge rates for Storage Capacity Reservation referred to in 9.1 - Price of storage capacities, of the General Terms and Conditions and of the amounts of the transfers specified in Article 8.1 - Transfer of storage capacities, throughout the term of the Agreement. However, the adjustment shall only be made when the cumulative total of the changes to the said charge rates requires an adjustment to the Guarantee amount greater in absolute value than 20% (twenty per cent) of the previous Guarantee amount.

If all or part of the Guarantee takes the form of a security deposit, the Customer shall pay the Storage Operator the increase in the amount of the security deposit as soon as possible following signature of the Agreement. If the amount of the security deposit decreases, the Storage Operator shall return the difference to the Customer.

## **10.4 - Interest on the security deposit**

From the effective date on which the security deposit is paid to the Storage Operator, it attracts interest every month at the interbank one-month rate within the Euro zone (1 month Euribor) at the rate for the 1<sup>st</sup> day of that month, during the Period of Validity of the Agreement. The interest will be paid in the form of an invoice discount granted to the Customer each month.

Interest is calculated in the following way:

$$\text{interest} = \text{amount of security deposit} \times \left[ (1 + \text{Euribor 1 month rate})^{\text{number of days}/365} - 1 \right]$$

where:

number of Days = number of Days in the month for which the Storage Operator actually holds the security deposit.

The Storage Operator shall return the security deposit one month after the Agreement expires, after deduction, where applicable, of the monies still owed by the Customer to the Storage Operator under the Agreement or any

other agreement between the Customer and the Storage Operator relating to its activities as a Storage Group operator.

### **10.5 - Guarantee payment**

Regardless of its terms and conditions, the Guarantee shall be provided by the Customer to the Storage Operator at the latest thirty (30) calendar days after the signature of the Agreement or an amendment to the Agreement and constitutes a condition precedent to the performance of the Agreement or of an amendment to the Agreement, as specified in Article 2 - Conditions Precedent of the General Terms and Agreement.

For each Day of delay in the payment or remittance of the Guarantee, the Customer shall pay the Storage Operator a late payment indemnity equal to 0.5% (nought point five per cent) of the total amount of the Guarantee.

The corresponding amounts will be adjusted as specified in 10 .3 - Guarantee adjustments and are owed by the Customer on the same terms as the payment of the initial Guarantee.

## **Article 11 - Invoicing and payment conditions**

### **11.1 - Invoice content**

The Storage Operator shall issue the invoice for any Month concerned, and send it to the Customer after the end of that Month, scanned into an e-mail, with confirmation by post. The invoice issue date shall be the date on which the Storage Operator sends the email to the Customer.

The invoice for any Month shall include:

- for each of the charge rates for storage capacity reservation increased by the acquired capacities and decreased by the transferred capacities and Conditional Injection\* Capacity Options that may be subscribed by the Customer, as specified in Article 9 - Price of the General Terms and Conditions, an amount equal to one twelfth of the corresponding charge rate;
- for each of the quantity charge rates referred to in Article 9 - Price of the General Terms and Conditions, the amount equal result of multiplying the corresponding unit prices by the total of the corresponding quantities over the Month concerned;
- Where applicable, the transfer charge rates specified in Articles 9.6 - Price of a transfer or acquisition of Nominal Storage Capacities, 9.7 - Price of a transfer or acquisition of Injection or Withdrawal Capacities, 9.8 - Price of a transfer or acquisition of Volume Capacity, 9.9 - Price of a transfer or acquisition of Quantities of Gas in Inventory and 9.10 - Price of a Transfer of Injection\* Rights-of-Use are invoiced all together in the month following the transfer or acquisition date;
- Where applicable, the price supplements owed by the Customer for the Month in question under Article 9.11 - Price supplements of the General Terms and Conditions for the Daily Quantities Sold;
- where applicable, the interest owed by the Customer pursuant to this Article;
- taxes and similar deductions that are applicable at any time, as referred to in Article 18 - Taxes and duties of the General Terms and Conditions;
- an annex specifying, for each Day of the Month, the Daily Quantities Actually Injected and Actually Withdrawn under the Basic Storage Service, the Conditional option, the Flow Plus Offer, the UOILI Offer and the Flow Reversal service, the penalties for Minimum or Maximum Inventory Overruns, the Daily Quantities Purchased or Sold by the Storage Operator under overruns of Inventory Levels at 100% or 0%, the Daily Quantities Acquired or Transferred and the Inventory. This appendix constitutes the Storage Implementation Form.

### **11.2 - Payment of invoices**

Payment of an invoice for any Month must be made no later than the 20<sup>th</sup> of the month following the Month concerned or the tenth calendar day after its date of issue, if this second due date falls later. If the due date as defined above is not a business day for banks in France or in the country where the Customer's banking institution stipulated in the Special Terms and Conditions is located, the payment deadline shall be postponed to the next business day for banks in France and in the country where the Customer's banking institution stipulated in the Special Terms and Conditions is located.

No discount will be granted for early payment.

Payment shall be deemed to have been made once the Storage Operator's bank account has been credited with the full amount invoiced.

In the event of late payment of all or part of an invoice, interest shall be legally payable on the sums due at a rate equal to three times the statutory rate of interest applicable on the issue date of the invoice, applicable to the exact number of calendar days elapsed between the due date for payment and the date when the invoice was actually settled. Interest is calculated in the following way:

late payment interest = late payment amount (calculated on the basis of the storage service) x number of calendar days late/365 x (3 x *Legal interest rate*)

### **11.3 - Invoice disputes**

The Customer has 60 calendar days from receipt of the invoice to contest the amount. Beyond that period, the invoice is deemed to have been accepted.

If the Customer contests all or part of the amount of an invoice, it must provide the Storage Operator with all the information needed to back its claim, but must nonetheless pay the full amount of the invoice under the conditions specified above, except in the case of an obvious mistake by the Storage Operator.

Any readjustment to a disputed invoice shall accrue interest at the one-month interbank rate offered in the Euro Zone (Euribor 1 month) for the last month of the calendar quarter prior to the month in which the invoice was issued, applicable to the exact number of calendar days elapsed between the initial due date of payment, as defined in this Article, and the date of final payment.

### **11.4 - Invoices submitted by the Customer to the Storage Operator**

#### **11.4.1 - Invoice for Daily Quantities Purchased by the Storage Operator**

The Customer shall issue an invoice for the Daily Quantities Purchased by the Storage Operator for overruns of Inventory Levels at 100% for the attention of the Storage Operator. The Customer shall send this invoice to the Storage Operator scanned into an e-mail, with confirmation by post. The invoice issue date shall be the date on which the Customer sends the e-mail to the Storage Operator.

The invoice shall be settled by the Storage Operator on the tenth calendar day following the invoice date of issue. If the due date as defined above is not a business day for banks in France, the deadline for payment shall be postponed to the next business day for banks in France.

#### **11.4.2 - Reimbursements under Articles 9.12.1 and 9.12.2**

For reimbursements owed to the Customer by the Storage Operator in application of Articles 9.12.1 - Reimbursements for non-compliance with maintenance quotas and 9.12.2 Reimbursements for refused Conditional Daily Quantities, the Customer shall submit an invoice to the Storage Operator.

The Customer shall send this invoice to the Storage Operator scanned into an e-mail, with confirmation by post. The invoice issue date shall be the date on which the Customer sends the Storage Operator the e-mail.

The invoice shall be settled by the Storage Operator on the tenth calendar day following the invoice date of issue. If the due date as defined above is not a business day for banks in France, the deadline for payment shall be postponed to the next business day for banks in France.

### **Article 12 - Natural gas characteristics and pressure at the Transmission-Storage Interconnection Points**

The Storage Operator's and Transmission Operator's obligations with regard to the characteristics and pressure conditions of the natural gas withdrawn and injected at the PITS are defined by an agreement or agreements between the Transmission Operator and the Storage Operator for each of the Transmission-Storage Interconnection Points.

The Storage Operator's obligations with regard to the characteristics and pressure conditions of the natural gas withdrawn are specified exclusively for the benefit of the Transmission Operator and carry no entitlement of any

kind for the Customer.

The Customer waives the right to institute proceedings against the Storage Operator arising from failure by the Transmission Operator's to comply with the said obligations to the Storage Operator.

The Storage Operator shall guarantee the Customer against any proceedings by the Transmission Operator arising from the Storage Operator's failure to fulfil the said obligations towards the Transmission Operator.

## **Article 13 - Force majeure**

### **13.1 - Case of force majeure**

The following events, facts and circumstances constitute cases of force majeure under the Agreement, referred to hereafter as "Case(s) of Force Majeure":

- any event beyond the control of a Party, the occurrence of which could not be reasonably foreseen by said Party acting as a Prudent and Reasonable Operator and which could not be avoided or overcome through the implementation of the reasonable measures the latter is required to take in its capacity as a Prudent and Reasonable Operator, the effect of which is to make it impossible to perform all or part of any one of its obligations under the Agreement;
- any of the circumstances referred to below, without the need for all the criteria specified in the Article above to be met, in so far as the occurrence thereof affects the Storage Operator and prevents it from performing all or part of any of its obligations under the Agreement:
  - ✓ personnel strike,
  - ✓ accident that affects operations, such as breakage or failure of machines, equipment or pipes, which is not caused by lack of maintenance or abnormal use of the installations,
  - ✓ incident caused by the Transmission Operator which could not be reasonably foreseen by the Storage Operator in its capacity as a Prudent and Reasonable Operator,
  - ✓ an event or circumstance that has the characteristics defined in this Article and which prevents the Storage Operator from performing its obligations under an agreement between the Transmission Operator and the Storage operator,
  - ✓ administrative or legal decision affecting the rights or licences to operate a Storage Facility, including commercial operation.

It is expressly agreed that the reasonable efforts that the Storage Operator is required to make under this Article include only the employment of the reasonable means available to it in its capacity as the operator of the Storage Group affected by the Case of Force Majeure, to the exclusion, in particular, of the use of outside natural gas transmission, purchase or sale services.

### **13.2 - Obligations of a Party invoking a Case of Force Majeure**

When one of the Parties invokes a Case of Force Majeure, it must as quickly as possible send the other Party a Notice of Force Majeure, and provide said other Party with written confirmation by facsimile, telex or any other means agreed between the Parties.

The Notice of Force Majeure must specify the Storage Group affected and, for each Storage Group concerned, provide:

- a description of the event or circumstance invoked,
- the date of the Day on which the event or circumstance invoked took place,
- for the Storage Operator, the predicted impact on storage capacity, the Daily Injection\* Capacity affected,
- for the Customer, the Quantity of Gas that the Customer has been prevented from injecting or withdrawing on the Storage Group concerned, as a result of the Case of Force Majeure.

Acting as a Prudent and Reasonable Operator, the Party invoking a Case of Force Majeure shall take all reasonable steps to minimise the effects of said Case of Force Majeure and shall endeavour to resume normal performance of the Agreement as soon as possible.

During the period in which its obligations are suspended, the Party invoking a Case of Force Majeure shall inform the other Party of the consequences of the event or circumstance concerned for the performance of its obligations, the steps it intends to take to minimise the effects on the performance of the Agreement, the progress of the said steps, the estimated time needed to resume normal performance of its contractual

obligations and the date on which the Case of Force Majeure ceases.

### **13.3 - Effect of the Case of Force Majeure**

The Parties shall be released from their obligations under the Agreement in cases of Force Majeure, for the duration and within the limit of the effects of the said Cases of Force Majeure on the said obligations.

In accordance with the legal and statutory obligations applicable to the Storage Operator when a Case of Force Majeure occurs, and in accordance with the rules for determining the Quantities Injected or Withdrawn, the Storage Operator shall pass on the consequences of the said Case of Force Majeure to all the Storage Group Users that have a Storage Access Agreement in force for the Storage Group affected by the Case of Force Majeure, in proportion to their respective Storage Capacities.

In the event of Force Majeure, the Storage Operator shall make it a priority to cap the Daily Quantities Injected and Withdrawn under the UIOLI Offer and, within these quantities and as a priority, those associated with the lowest prices.

Unless expressly stipulated to the contrary, the fact that a Customer invokes Force Majeure does not release the Customer from its payment obligations under the Agreement.

### **13.4 - Long-term Force Majeure**

If a Case of Force Majeure prevents one of the Parties from carrying out its obligations for a period in excess of 60 (sixty) consecutive calendar days, the Parties shall meet with a view to considering adjustments to their respective obligations under the Agreement, in order to take account of this new situation.

If the Parties cannot reach an agreement within 90 (ninety) calendar days from the occurrence of a Case of Force Majeure, any one of the Parties may then terminate the Agreement, without notice or indemnity and without any judicial formality of any kind, provided that it provides notice by registered letter with acknowledgement of receipt.

The Customer's Quantities of Gas constituting the Customer's Inventory on the date of termination shall be deemed to be sold by the Customer to the Storage operator on the date of termination at a unit price equal to the average, over the period of 60 (sixty) calendar days prior to the date of termination of the Agreement, of the daily PREF(D) + PTRANSP + PUQI prices defined in Article 9.11 - Price supplements of the General Terms and Conditions. The Customer undertakes to invoice the Storage Operator for this sale in accordance with the provisions of this clause, at the latest on the tenth day following the termination date of the Agreement.

The payment by the Storage Operator to the Customer of all the sums owed for the purchases of natural gas in inventory shall cover all subsequent damage, and each of the Parties waives the right to institute proceedings against the other Party as a result of this termination. The Parties undertake to arrange for their respective insurers to issue identical waivers.

## **Article 14 - Operational instructions**

Notwithstanding any provision to the contrary, the Storage Operator, in its capacity as a Prudent and Reasonable Operator, may take action at any time to maintain the safety of the goods and persons and/or integrity of the Storage Group and/or to guarantee the fulfilment of its statutory or regulatory obligations, including any action resulting in the modification or suspension of the service provided to the Customer under the Agreement, provided that the Users of the Storage Group are treated without discrimination in accordance with legal and statutory provisions.

Should the Customer wish to withdraw (respectively inject) a Quantity of Gas during the Summer period (respectively the Winter period), the Storage Operator, in its capacity as a Prudent and Reasonable Operator, may decide to take, at any time, any action resulting in a reduction or a suspension of the service provided to the Customer under the Agreement, provided that the Users of the Storage Group are treated without discrimination in accordance with legal and statutory provisions.

For each Storage Group concerned, the Storage Operator shall notify the Customer as soon as possible (on the previous day before noon at the latest), by any means, of the actual impact thereof on its Daily Capacities Available for Injection during Day D and the duration of such impact.

For this purpose, the Storage Operator may, in particular, notify the Customer of operational instructions with which the Customer undertakes to comply or, where applicable, to ensure that the Transmission Shipper complies with those instructions.

The Customer may not claim any compensation whatsoever from the Storage Operator or its insurers for any consequences of a reduction or suspension of offtakes or deliveries of Gas by the Storage Operator for the aforementioned reasons.

## **Article 15 – Characteristics of Gas in Inventory**

Notwithstanding any stipulation to the contrary arising from the General Terms and Conditions or the Special Terms and Conditions, the Customer retains ownership of the Quantities of Gas delivered under the Agreement. Access to storage and to all the associated services under the General Terms and Conditions and the Special Terms and Conditions of the Agreement, does not affect the Customer's right of ownership over the Quantity of Gas in Inventory.

It is expressly agreed between the Parties that the Storage Operator is under no circumstances entitled to make free use of the Quantities of Gas in Inventory.

## **Article 16 - Liability and insurance**

### **16.1 - Liability with respect to third parties**

The Storage Operator and the Customer shall bear all the financial consequences of their respective civil liability under common law for all damage, of any nature whatsoever, caused to third parties in the fulfilment of their respective obligations under the Agreement.

In particular, the Customer shall guarantee the Storage Operator against the financial consequences of any proceedings instituted by a third party on the basis of rights relating to natural gas.

In accordance with the provisions of Article 12 - Natural gas characteristics and pressure at the Transmission-Storage Interconnection Points of the General Terms and Conditions, the Storage Operator remains liable for all the financial consequences of the civil liability incurred as a result of any damage attributable to it, caused to the Transmission Operator, arising out of agreements between the Transmission Operator and the Storage Operator. As a result, the Storage Operator shall guarantee the Customer against any proceedings instituted by the Transmission Operator as a result of such damage.

### **16.2 - Liability between the Parties**

#### **16.2.1 - Physical injury**

The Storage Operator and the Customer shall each be liable for the consequences of any physical injury that may be caused during the performance of their respective obligations under the Agreement, to the personnel they directly or indirectly employ, regardless of the perpetrator of the act that caused the said physical injury.

As a result, the Storage Operator and the Customer, which both also vouch for the compliance of their subcontractors and other suppliers with this undertaking, waive the right to institute proceedings against each other in respect of any injury caused to its personnel, subject to the formal rights of the persons concerned or the rights of their beneficiaries and those of the French Social Security Administration.

#### **16.2.2 - Damage to property and non-physical damage**

The Storage Operator and the Customer, in the performance of their respective obligations under the Agreement, will bear the costs of direct damage to property that they may cause to the installations belonging to the other Party or for which that other Party is responsible, as well as for direct non-physical damage suffered by the other Party.

However, the liability of each of the Parties under this Article shall be capped at the ceilings defined in Article 16.3 - Liability limits of the General Terms and Conditions; as a result, each of the Parties waives the right to

institute proceedings against the other Party for such damage in excess of the said ceilings.

### **16.3 - Liability limits**

The liability of the Storage Operator and of the Customer under Article 16.2.2 - Damage to property and non-physical damage, are limited to:

- per event, six twelfths of the total of the reservation charge rates referred to in Article 9 - Price of the General Terms and Conditions, up to a maximum amount of 2,000,000 (two million) euros;
- per calendar year, two times the amount specified above.

### **16.4 - Insurance**

The Parties may take out the insurance policies necessary to cover the risks for which they remain liable under this Article. They shall pay their respective premiums and any excesses for the insurance policies they have respectively taken out.

Each of the Parties undertakes to obtain from its insurers, in this respect, a waiver of the subrogation rights of the said insurers within the limit of the waivers of proceedings referred to in this Article 16 - Liability and insurance.

## **Article 17 - Duration and changes to the Agreement**

### **17.1 - Term of validity of the Agreement**

The dates on which the Agreement comes into force and expires are specified in the Special Terms and Conditions.

Any reductions or suspensions of services by the Storage Operator shall have no effect on the expiry date of the Agreement.

### **17.2 - Amendment of the Agreement**

Any change to the terms of this Agreement shall give rise to the signature of an amendment.

## **Article 18 - Taxes and duties**

The Parties shall pay the respective taxes, duties and similar deductions to which they are liable under existing regulations.

The Price specified in the Agreement excludes all taxes, duties or similar deductions. The amounts owed by the Customer as defined in the Agreement shall be increased by all duties or similar deductions owed by the Customer under the regulations in force at any time.

## **Article 19 - Information**

The Parties shall keep each other mutually informed, at all times and as soon as possible, of any event, situation or circumstance of any kind whatsoever that is liable to have a significant impact on the performance of the Agreement.

The Customer undertakes to inform the Storage Operator as soon as possible and at least one Month in advance, of any change to the reference of the transmission agreement as stipulated in the Special Terms and Conditions.

## **Article 20 - Confidentiality**

Unless expressly specified to the contrary, stipulated in the Agreement or by an express agreement between the Parties or by the provisions of the law or regulations, each Party undertakes to maintain the confidentiality from third parties of all information relating to the preparation or performance of the Agreement.

The Storage Operator also undertakes to maintain all information regarding the preparation or performance of the Agreement confidential from its agents or contractors dealing with the purchase or sale of natural gas in

France.

The Parties shall not be responsible for the disclosure of information if such information:

- (i) is already in the public domain;
- (ii) has been normally obtained from other sources that are not bound by a confidentiality obligation to the Party to the Agreement that disclosed the information concerned;
- (iii) must be communicated to third parties because it is required by a law, or by a court ruling or the decision of a competent public authority; or
- (iv) is disclosed to the Parties' respective advisors or statutory auditors.

This confidentiality obligation shall be binding on the Parties for the term of the Agreement and for a period of one (1) year from the expiry date of the Agreement, unless otherwise stipulated in existing laws and regulations.

### **Article 21 - Assignment of the Agreement**

The Customer may only assign all or part of its rights and obligations under the Agreement with the prior written agreement of the Storage Operator. In the event of a full transfer of business, no costs are required; otherwise, the Agreement is transferred under the conditions of Article 8 - Secondary market.

### **Article 22 - Termination**

In the event of a serious breach or repeated breaches of its obligations under the Agreement by one of the Parties, and without prejudice to the application of the penalties provided for in the Agreement for such breaches, the other Party may unilaterally terminate the Agreement, giving notice of 15 (fifteen) calendar days, without the defaulting Party being entitled to claim compensation of any kind.

The following, inter alia, constitute such a serious breach by the Customer:

- the loss or suspension, for any reason whatsoever during the term of the Agreement, of the supply licence granted to the Customer,
- termination of the transmission agreement with the Transmission Shipper for any reason whatsoever,
- non-payment of an invoice by the Customer following formal notice by the Storage Operator to which there is no response for a period of 15 (fifteen) calendar days,
- non-compliance with the Guarantee provisions,
- failure to supply the documents requested in Article 2 in a timely manner.

#### **22.1 - Termination through the Customer's fault**

If the Storage Operator terminates the Agreement through the Customer's fault, all the monies owed by the Customer under the Agreement become due for payment, in particular the cumulative charge rates for the reservation of Storage Capacities that are still outstanding between the Agreement termination date and the Agreement expiry date.

The Customer undertakes to pay, no later than 10 (ten) calendar days after dispatch of the corresponding invoice by the Storage Operator, into a bank account specifically opened for this purpose by the Storage Operator, the amounts calculated by the Storage Operator corresponding to the cumulative total of the charge rates for the reservation of Storage Capacities that are still outstanding between the Agreement termination date and the Agreement expiry date.

If, between the date of termination of the Agreement and its normal expiry date, the Storage Operator is able to sell all or part of the storage capacities subscribed by the Customer, the Storage Operator shall reimburse to the Customer, at the latest on the first day of May in a year, 50% (fifty per cent) of the pro rata accumulated total of the charge rates for the reservation of capacities corresponding to the storage capacities thus sold during the previous year, beginning on April 1 of the previous year and ending on March 31 of the current year. The amounts corresponding to the storage capacities remaining unsold during the said year, as well as all the interest accrued, shall become the property of the Storage Operator on the same date.

Moreover, the consequence of the Agreement being terminated by the Storage Operator as a result of a fault on the part of the Customer is that the Quantities of Gas that constitute the Customer's Inventory on the termination date will be sold by the Customer to the Storage Operator on that day at a unit price equal to the average daily PREF(D) + PTRANSP + PUQI prices over the period of 60 (sixty) calendar days prior to the date of termination specified in Article 9.11 - Price supplements of the General Terms and Conditions, which unit price will be multiplied by a coefficient of 0.5 (nought point five). The Customer undertakes to invoice the Storage Operator for this sale in accordance with the provisions of this clause, no later than the tenth day following the termination

date of the Agreement.

If the Storage Operator terminates the Agreement because of fault on the part of the Customer, the payment by the Customer to the Storage Operator of all the amounts owed under the Agreement, and the payment by the Storage Operator to the Customer of the amounts owed for the purchase of the natural gas in inventory, shall cover all subsequent damage, and both Parties waive the right to institute proceedings against the other in connection with said termination.

### **22.2 - Termination through the Storage Operator's fault**

If the Agreement is cancelled by the Customer due to a fault on the part of the Storage Operator, the Customer is released from its obligation to pay the cumulative charge rates for the reservation of storage capacity outstanding between the Agreement termination date and the Agreement expiry date.

If the Customer cancels the Agreement because of a fault on the part of the Storage Operator, the Quantities of Gas that form the Customer's Inventory on the termination date shall be sold by the Customer to the Storage Operator on the said date at a unit price equal to the average, over the period of 60 (sixty) calendar days prior to the Agreement termination date, of the daily PREF(D) + PTRANSP + PUQI prices defined in Article 9.11 - Price supplements of the General Terms and Conditions. The Customer undertakes to invoice the Storage Operator for this sale in accordance with the provisions of this clause, no later than the tenth day following the termination date of the Agreement.

In the event that the Customer should cancel the Agreement because of a fault on the part of the Storage Operator, the fact that the Storage Operator pays the Customer all the amounts owed for purchases of natural gas in inventory shall not prevent the Customer asking the Storage Operator to pay compensation for damage caused by the cancellation of the Agreement.

### **22.3 – Transfer of ownership of Gas in Inventory in the event of termination**

In the event of termination of the Agreement through the fault of the Storage Operator or Customer, transfer of ownership by the Customer to the Storage Operator of the Quantities of Gas constituting its Inventory on the termination date, is subject to full payment by the Storage Operator to the Customer of the selling price for the said Quantities of Gas

Any debt owed to the Storage Operator by the Customer following the termination of the Agreement may be set off with any debt owed by the Customer to the Storage Operator under the Agreement or associated with it (in particular, following its termination) provided that these debts are not of a fixed amount or due.

## **Article 23 - Revision of the Agreement**

### **23.1 - Revision arising from legal or regulatory provisions**

#### **23.1.1 Principles of application of modifications**

If new conditions that are directly linked to the introduction of new laws or regulations or a decision by a competent authority are published by the Storage Operator, these conditions shall apply on the implementation date of these laws, regulations or decisions and shall automatically replace or be added to the conditions of the Agreement, at no cost, provided that they are first published and disclosed under the conditions provided by law to the competent authorities and to each User of the Storage Group(s) where the Customer has reserved storage capacity.

If, within 15 (fifteen) calendar days from the date of publication of the said new conditions, the Customer notifies the Storage Operator in writing and provides evidence that the said conditions will cause economic disruption to its gas supply activity in France, the Parties shall work together on a non-discriminatory basis to decide on adjustments that can be made to the Agreement. If the parties do not reach an agreement within 45 (forty-five) calendar days from the date of publication of the new conditions, the Customer may terminate the Agreement, without notice or compensation.

In this case, the Customer's Quantities of Gas that form the Customer's Inventory on the date of termination shall be deemed to have been sold on the said date by the Customer to the Storage Operator at a unit price equal to the average, over a period of 60 (sixty) calendar days prior to the termination date of the Agreement, of the PREF(D) + PTRANSP + PUQI daily prices defined in Article 9.11 - Price supplements of the General Terms and

Conditions.

The Customer undertakes to invoice the Storage Operator for this sale in accordance with the provisions of the previous clause, at the latest on the tenth day following the expiry date of the Agreement. Payment by the Storage Operator of all the amounts owed for purchases of natural gas in inventory shall be deemed to cover any subsequent damage, and each of the Parties shall waive the right to institute proceedings against the other Party linked to the said termination.

### **23.1.2 - Revision arising from the application of the storage capacity allocation rules**

Within the framework of the application of the storage capacity allocation rules set up in compliance with Article 10 of Decree 2006-1034 of August 21, 2006, in the event of a change in the Customer's storage capacity, the new capacity will apply as of the specified implementation date and will automatically replace or be added to the provisions laid down in the Agreement, without compensation of any kind, as of the said implementation date.

### **23.2 - Revision not linked to legal or regulatory provisions**

#### **23.2.1 - Revision arising from unforeseeable conditions**

Should the technical, economical or commercial circumstances prevailing on the date of signature of the Agreement change significantly or be of an unforeseeable and exceptional nature that leads to a general disruption of the economic conditions of the Agreement such that they undermine the execution by one of the Party of its obligations, the Party affected by such a change is entitled to request an adjustment to the terms of the Agreement If she documents the foreseeable and exceptional nature of the alleged change and the reasons why it leads to a disruption of the economic conditions of the Agreement.

The Parties shall come together to define the adjustment that could be made to the Agreement in keeping with the non-discrimination principle. Should the Parties fail to agree on an adjustment within 3 (three) months, each of the Parties will be entitled to refer the case to the Paris Courts, as specified in Article 27 - Disputes and applicable law.

#### **23.2.2 - Revision at the Storage Operator's initiative except unforeseeable conditions**

If new conditions that are not directly aimed at modifying the storage capacity stated in the Special Terms and Conditions and their pricing conditions are published by the Storage Operator, they shall automatically apply on the date of implementation decided by the Storage Operator. These new conditions shall automatically replace or be added to the conditions of the Agreement from that implementation date, without compensation of any kind, provided that they are first communicated to the competent authorities and to each User of the Storage Group(s) where the Customer has reserved storage capacity, at least 30 (thirty) calendar days prior to their implementation.

If the Customer informs the Storage Operator in writing and provides evidence, within 15 (fifteen) calendar days of the date of publication of the said new conditions, that the said conditions cause the Customer significant damage with regard to its gas supply activity in France (for example, a significant increase from one year to the next in the annual storage invoice, all other things being equal), the Parties shall work together to define the adjustments that may be made to the Agreement on a non-discriminatory basis. If the Parties are unable to reach an agreement within 45 (forty-five) calendar days from the date of publication of the new conditions, the Customer may terminate the Agreement, without notice or indemnity, on the date of implementation of the new conditions.

If the Customer terminates the Agreement, the Customer's Quantities of Gas that form the Customer's inventory on the date of termination shall be deemed to have been sold on the said date by the Customer to the Storage Operator at a unit price equal to the average, over the period of 60 (sixty) calendar days prior to the date of termination of the Agreement, of the daily PREF(D) + PTRANSP + + PUQI prices defined in Article 9.11 - Price supplements of the General Terms and Conditions. The Customer undertakes to invoice the Storage Operator for the said sale in accordance with the provisions of this clause, at the latest on the tenth day following the date of expiry of the Agreement.

Payment by the Storage Operator of all the amounts owed for purchases of natural gas in inventory shall be

deemed to cover any subsequent damage, and each of the Parties shall waive the right to institute proceedings against the other Party linked to the said termination.

#### **Article 24 - Action regarding Inventory remaining at the end of the Agreement or in case of amendment**

On the expiry date of the Agreement, on each of the Storage Groups for which the Customer held a Nominal Storage Capacity, the Inventory must be 0 (zero).

Otherwise, the Customer's Inventory is purchased by the Storage Operator at 50% (fifty per cent) of the average daily price PREF(D) defined in Article 9.11 - Price Supplements over the period:

- between April 1 and the expiry date or date of termination by amendment of the Agreement, if this occurs before November 1,
- between April 1 and October 31 if the expiry date or date of termination by amendment of the Agreement occurs after October 31.

The Customer undertakes to issue an invoice to the Storage Operator no later than the tenth day following the aforementioned sale. Ownership of the Quantities of Gas sold is only transferred following full payment by the Storage Operator to the Customer of the selling price of the said Quantities of Gas.

By way of exception to the above, if the Parties sign a new storage agreement which comes into force on the same date as the Agreement expiry date, and applies at least to the same Storage Groups, the Customer has the option to leave the gas in inventory on expiry of the Agreement.

#### **Article 25 - Severability**

If any one of the provisions of the Agreement is declared to be invalid in whole or in part, the validity of the remaining provisions of the Agreement shall not be affected thereby. In this case, the Parties must, if possible, replace the said provision that is declared to be invalid by a valid provision that corresponds to the spirit and purpose of the Agreement.

#### **Article 26 - Tolerance**

The fact that a Party tolerates any breach by the other Party in the performance of its obligations under the Agreement shall under no circumstances be construed to be a tacit waiver of the benefit of those obligations.

#### **Article 27 - Disputes and applicable law**

The Parties shall endeavour to reach an amicable settlement on any dispute concerning the drafting, performance or interpretation of the Agreement and, in particular its validity, its interpretation, its performance, its termination and its outcome. If an amicable agreement cannot be reached, the said disputes shall be referred to the Courts of Paris without prejudice to the right of each Party to refer the matter, if necessary, to the competent regulatory authority or any other body instituted for this purpose under French law.

Both the substance and the applicable procedure of the Agreement shall be governed by French law.

Regardless of any translation of the Agreement, whether signed or not, the authentic language for the interpretation or execution of the Agreement is French.