

ACCESS AGREEMENT

between

TAQA Gas Storage B.V.

and

[(The Bank)]

and

[(The Customer)]

VERSION_2.0

THIS Cash and Collateral Energy Security Agreement (ACCESS Agreement) is made on
201[]

BETWEEN:

- (1) **TAQA GAS STORAGE B.V.**, a company incorporated in The Netherlands and registered at the trade registry with number 27154985 whose principal place of business is at Kruseman van Eltenweg 1, 1817C, Alkmaar, The Netherlands (“**GSB**”); and
- (2) [], a company incorporated in [], company no. [] whose registered address is at [] (the “**Bank**”),
- (3) [], a company incorporated in [], company no. [] whose registered address is at [] (the “**Customer**”),

WHEREAS:

- (A) GSB is the commercial operator of Gas Storage Bergermeer (the “**GSB Facility**”) located in The Netherlands. GSB provides gas storage services to its customers subject to the terms of a Standard Storage Services Agreement of which the current template is published on the Website (“**SSSA**”).
- (B) GSB and the Customer have entered into an SSSA.
- (C) GSB, the Bank and the Customer want to facilitate the trading of bundles of Gas-in-Storage and Space and Registered Withdrawal Capacity under the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Schedule A applies.

2. SCOPE

- 2.1 This Agreement concerns transfer, sale, and delivery and acceptance of natural gas pursuant to a **Working Gas Bundle** (“**WGB**”), consisting of a quantity of Gas-in-Storage and an equal quantity of Space for an optional period of time.
- 2.2 The WGB may, at the option of the Bank and the Customer, also comprise Registered Withdrawal Capacity.
- 2.3 The commercial terms for WGB Transfer and/or WGB Sale between the Bank and the Customer are not included in this Agreement.
- 2.4 To the extent necessary for the execution of this Agreement, GSB shall apply certain provisions of the SSSA to the Bank as if the Bank were a Storage Customer, and in particular GSB shall maintain an account in the name of the Bank in the Gas-in-Storage Register, the Space Register, and in the Withdrawal Capacity Register and GSB shall grant the Bank access to entries in the Bank’s name in such registers, and apply article 8.8 of the SSSA to WGB Sales and articles 4 and 5 of the SSSA to TTF Delivery (in each case including definitions, articles, and Schedules incorporated or referred to in these articles). The entries in the Bank’s Registers under this Agreement are aggregated for all the Bank’s Access Agreements but kept separate from (and not aggregated with) any entries in the Bank’s Registers under the Bank’s SSSA (if any).

3. WORKING GAS BUNDLE TRANSFERS

- 3.1 The Bank and the Customer may notify GSB that they have agreed the transfer of a WGB between the Bank and the Customer. These notices (each a “**WGB Transfer Notice**”), if compliant with and subject to this Article 3 and Article 7 and Schedule D and E together create a “**WGB Transfer**”.
- 3.2 Following a WGB Transfer, the following elements from such WGB Transfer will be entered into the Registers:
- 3.2.1 a quantity equal to the WGB Gas-in-Storage will be added to (if a transfer from the Customer to the Bank) or deducted from (if a transfer from the Bank to the Customer) the Bank’s Gas-in-Storage, effective at the start of the next Day;
 - 3.2.2 a quantity equal to the WGB Gas-in-Storage will be deducted from (if a transfer from the Customer to the Bank) or added to (if a transfer from the Bank to the Customer) the Customer’s Gas-in-Storage, effective at the start of the next Day;
 - 3.2.3 a quantity equal to the WGB Space will be added to (if a transfer from the Customer to the Bank) or deducted from (if a transfer from the Bank to the Customer) the Bank’s Space for the WGB Space Period;
 - 3.2.4 a quantity equal to the WGB Space will be deducted from (if a transfer from the Customer to the Bank) or added to (if a transfer from the Bank to the Customer) the Customer’s Space for the WGB Space Period.
 - 3.2.5 a quantity equal to the WGB Registered Withdrawal Capacity will be added to (if a transfer from the Customer to the Bank) or deducted from (if a transfer from the Bank to the Customer) the Bank’s WGB Registered Withdrawal Capacity for the WGB Registered Withdrawal Capacity Period; and
 - 3.2.6 a quantity equal to the WGB Registered Withdrawal Capacity will be blocked from Customer’s Withdrawal Capacity and the Customer will be disallowed to use this (if a transfer from the Customer to the Bank) or such blockage and disallowance will be lifted (if a transfer from the Bank to the Customer) the Customer’s Withdrawal Capacity for the WGB Registered Withdrawal Capacity Period.
- 3.3 A WGB Transfer is incremental to any previous WGB Transfer or WGB Sale, i.e. its quantities are added to or deducted from the previous quantities in the Registers (or blocked, unblocked for Withdrawal Capacity); a WGB Transfer is not replacing nor annulling any previous WGB Transfer or WGB Sale.
- 3.4 GSB may withhold approval and refuse a WGB Transfer Notice (i) in accordance with article 8.8 of the SSSA (*refusal grounds: credit limit, negative capacity, negative gas-in-storage and non-compliance with conditions of use*) and/or (ii) if such notice is not compliant with this Agreement.

4. DELIVERY OF GAS TO THE BANK’S SHIPPER AT THE TTF

- 4.1 The Bank may request GSB to deliver gas to the Bank’s Shipper at the TTF through a WGB TTF Delivery Request in accordance with **Schedule D-4**. A WGB TTF Delivery Request replaces any previous WGB TTF Delivery Request for the Hours specified therein.
- 4.2 Up to 2 Hours before such Hour, GSB may (re)determine the WGB Contract Quantity for any Hour accordance with article 4.4 of the SSSA (as applied to the Bank’s entries in the Registers), and shall promptly inform the Bank hereof. Bank and GSB shall nominate for each Hour the WGB Contract Quantities at the TTF. Delivery and acceptance of WGB Contract Quantities at the TTF shall be in accordance with the article 5 of the SSSA. Differences between WGB Contract Quantities and actual delivery and acceptance at the TTF (if any) will be settled in cash between GSB and the Bank in accordance with article 15.1 of the SSSA.
- 4.3 At the end of each Hour GSB shall deduct the WGB Contract Quantity for such Hour from the Bank’s Gas-in-Storage.

- 4.4 Article 6.2 of the SSSA (*Interruptible Withdrawal Capacity Allocation*) applies, as if the Bank were a Customer under an SSSA.
- 4.5 Article 6.3 of the SSSA (*Interruptible Space Allocation, Fee and Compulsory Withdrawal*) applies as if the Bank were a Customer under an SSSA.

5. WGB SALE

- 5.1 The Bank may notify GSB that it requires a sale of a WGB, through transfer of rights to a Storage Customer (the “**Recipient**”) and the Recipient may notify GSB the acceptance thereof (each a “**WGB Sale Notice**”). These notices, if compliant with and subject to this Article 6 and Article 8 and Schedule D, together create a “**WGB Sale**”.
- 5.2 Following a WGB Sale and, effective at the start of the next Day, the following elements from such WGB Sale will be entered into the Registers:
- 5.2.1 a quantity equal to the WGB Gas-in-Storage will be added to the Recipient’s Gas-in-Storage;
 - 5.2.2 a quantity equal to the WGB Gas-in-Storage will be deducted from the Bank’s Gas-in-Storage;
 - 5.2.1 a quantity equal to the WGB Space will be added to the Recipients Space for the WGB Space Period; and
 - 5.2.2 a quantity equal to the WGB Space will be deducted from the Bank’s Space for the WGB Space Period.
- 5.3 A WGB Sale is incremental to any previous WGB Transfer or WGB Sale, i.e. its quantities are added to or deducted from the previous quantities in the Registers; a WGB Transfer is not replacing nor annulling any previous WGB Transfer or WGB Sale.
- 5.4 GSB may withhold approval and refuse a WGB Sale Notice (i) if execution of the WGB Sale would lead to, in respect of the Bank, negative Capacity or a negative Gas-in-Storage quantity; and (ii) if such notice is not compliant with this Agreement.

6. BANK’S GAS-IN-STORAGE AND GAS FOUNDATION

- 6.1 The Gas Foundation recognizes the Bank as a Storage Customer (as defined in the articles of association of the Gas Foundation and the Gas Foundation Deed) in respect of the Bank’s Gas-in-Storage and Space.
- 6.2 The Gas Foundation has signed this Agreement solely for the purpose of becoming a party to this Article 6 and any and all of the agreements, rights and obligations pursuant to this Agreement amongst and between the Gas Foundation and either or both of the other Parties are contained in this Article 6 and in Articles 13 and 14 as far as they relate to this Article 6.

7. NOTICES - FORMAT AND LEAD TIMES

- 7.1 Formats for the WGB Transfer Notice, WGB Reverse Notice, WGB Sales Notice and WGB TTF Delivery Request shall be set by GSB. Schedule D (*format for WGB Notices*) applies.
- 7.2 WGB Transfer Notices and WGB Sale Notices must be given by identical notification received by GSB within thirty (30) minutes from each other through electronic means and as set out in the Operating Guidelines.
- 7.3 All notices, including WGB TTF Delivery Requests must be received by GSB on a Business Day between 08:00 and 18:00 hrs LET.
- 7.4 The Bank or the Customer shall provide GSB commercial department with a pre-warning by phone, at least one Business Day before the Notice is sent to GSB.

7.5 If the Bank is fully operational and conversant with the current SSSA systems, communication methods interfaces and messages, the Parties may, by separate agreement, agree to use these instead.

8. FEES

8.1 The following fees shall be payable under this Agreement:

8.1.1 The Bank shall be liable to pay to GSB the Withdrawal Fee as published on the Website, as if WGB Contract Quantities are Withdrawal Contract Quantities under the SSSA, if and to the extent Gas will have been delivered to the Bank's Shipper under Article 5;

8.1.2 the Customer shall be liable to pay the WGB Transfer Services Fee as published on the Website for any such services used pursuant to this Agreement;

8.1.3 If the Bank uses Interruptible Space, the Bank shall be liable to pay to GSB the Interruptible Space Fee, as published on the Website;

8.1.4 If the Bank uses Interruptible Withdrawal Capacity, the Bank shall be liable to pay to GSB the Interruptible Withdrawal Fee, as published on the Website.

8.2 No other fees are payable pursuant to this Agreement. For the avoidance of doubt, Fees due by the Customer under the SSSA are not affected by any WGB Transfer or WGB Sale.

9. APPLICATION OF TERMS OF THE SSSA TO THIS AGREEMENT

9.1 The following articles of the SSSA apply to this Agreement as incorporated herein:

9.1.1 article 5 (*Injection and Withdrawal*) 6.2 (*Interruptible Withdrawal Capacity*) 6.3 (*Interruptible Space*) 15.1 to 15.7 (*Damages and Liability*), 20 (*Gas Quality*), 25 (*Severance*), 26 (*Entire Agreement*);

9.1.2 article 18 (*Assignment and Security Interests*), and GSB shall not unreasonably withhold consent to assignment of the Bank's rights and/or obligations under this Agreement;

9.1.3 article 19.2, 19.3 and 19.4 (*Confidentiality obligations of GSB*), whereby this Agreement and any notices and actions hereunder are deemed Customer Sensitive Information under the SSSA and GSB's confidentiality obligations hereunder terminate (i) in respect of WGB Transfers, WGB Sales and WGB TTF Delivery at the start of the third Gas Storage Year to commence after the execution thereof, and (ii) in respect of this Agreement, at the start of the third Gas Storage Year to commence after the termination of this Agreement; and

9.1.4 article 23 (*Notices and Communications*), provided that article 23.1.2 shall not apply and instead Notices shall be addressed as per **Schedule C** to this Agreement.

10. RENEGOTIATION OF THIS AGREEMENT

10.1 This Article 10 applies between GSB and the Bank only.

10.2 Within a reasonable period following termination of this Agreement in the event of an insolvency of the Customer, GSB and the Bank each agree to use best endeavours to renegotiate and enter into an agreement on substantially the same terms as this Agreement, in order to maintain the WGB held by the Bank as at immediately prior to termination. This Article shall survive termination of this Agreement in the event of an insolvency of the Customer.

11. TERM AND TERMINATION

11.1 This Agreement remains in force until terminated:

11.1.1 with consent of all Parties, not to be withheld or delayed unreasonably by any Party, or

11.1.2 upon notice by either Party in case there are no current WGB Bundles under this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Parties represent and warrant as set out in **Schedule B**.

13. JURISDICTION

13.1 The Parties irrevocably agree that the courts of The Hague, The Netherlands, are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any suit or action or proceeding (collectively "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts.

13.2 Each Party irrevocably waives any objection which it may have now or hereinafter to the laying of the venue of any Proceedings in any such court as is referred to in Article 15.1 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts of The Hague, The Netherlands shall be conclusive and binding upon such Party and may be enforced by the courts of any other jurisdiction.

13.3 Where the Customer or the Bank is not registered with the Dutch trade registry it shall provide to GSB an address in The Netherlands for service of process on its behalf in any Proceedings, in absence whereof the address of the court having jurisdiction shall be the address for such service of process. If so using the address of the court for service of process, GSB shall forthwith send copies of the pertinent documents to the Customer by way of notice under Article 11.1.4.

14. GOVERNING LAW

14.1 This Agreement shall be governed by, and construed in all respects in accordance with, Dutch laws.

14.2 In no circumstances shall those rules governing the performance of contracts agreed to in the U.N. Convention of Contracts for the International Sale of Goods (1980), have any application to or in relation to this Agreement.

THUS AGREED on the date first above written.

GSB
By: its director, being TAQA
Energy B.V.
By:

Bank
By:
Title:

Customer
By:
Title:

SIGNED FOR Article 7 by the Gas
Foundation:

Gas Foundation
By: GSB, as authorized representative of the Gas Foundation
By: its director, being TAQA Energy B.V.
By:

SCHEDULE A

DEFINITIONS AND INTERPRETATION

In this Agreement unless the context otherwise requires:

(a) a reference to a particular Recital, Article or Schedule shall be reference to that recital, article or schedule in this Agreement, Article headings are inserted for convenience only and shall be ignored in construing this Agreement, a reference to time of the day is a reference to the official time in the Netherlands, words in the singular may be interpreted as including the plural and vice versa, a reference to a person shall include a reference to a company, corporation or body corporate, a reference to one gender shall include a reference to the other genders and a derivative term of any defined term or interpreted term shall be construed in accordance with the relevant definition or interpretation;

(b) terms defined in the SSSA and the Operating Guidelines shall have the meaning given therein (such definition is sometimes repeated herein for ease of reference); and

(c) the following terms shall have the following meanings:

“Business Day”: as defined in the SSSA (a day other than a Saturday or a Sunday or a day when banks are closed in The Netherlands);

“Day”: is defined in the SSSA (i.e. starting on 06:00 hrs.);

“Gas-in-Storage”: the quantity of natural gas held for account of the Bank or the Customer (or another Storage Customer) in the GSB Facility;

“GSB Facility”: is defined in Recital A;

“Hour”: a period of 60 minutes starting on the full clock hour (i.e. 06:00 hrs. till 07:00 hrs.), as defined in the SSSA;

“Operating Guidelines”: GSB's operating guidelines, as published on the Website from time to time;

“Recipient”: as defined in Article 6;

“Registers”: as defined in the SSSA;

“Request Close Time”; as defined in the SSSA;

“Shipper”: a person registered to accept Gas at the TTF under the TSO rules, appointed by the Bank to accept Gas at the TTF under this Agreement, as notified by the Bank to GSB;

“Space”: capacity to have Gas-in-Storage in the GSB Facility up to an agreed amount, as defined in the SSSA;

“SSSA”: as defined in Recital A, a reference to a particular article of an SSSA is to that article of SSSA as published on the Website;

“TTF”: the Dutch national balancing point known as Title Transfer Facility;

“Storage Customer”: a SSSA customer of GSB storage services as defined in Recital A;

“Website”: is the website www.gasstoragebergermeer.com

“Working Gas Bundle” or “WGB”: is defined in Article 2;

“WGB Contract Quantity”: the Hourly quantity requested to be delivered at TTF (as may have been set or amended by GSB), as defined in Articles 4.2, 4.4 and 4.5;

“WGB Gas-in-Storage”: a quantity of Gas-in-Storage as specified in the WGB Transfer or WGB Sale;

“WGB Request Quantity”: as specified in the TTF Delivery Request;

“WGB Sale”: is defined in Article 5;

“WGB Space”: a quantity of Space as specified in the WGB Transfer or WGB Sale;

“WGB Space Period”: a sequence of Hours relating to Space specified in the WGB Transfer or WGB Sale;

“WGB Transfer”: is defined in Article 3;

“WGB Transfer Notice”: is defined in Article 3;

“WGB Registered Withdrawal Capacity”: quantity of Withdrawal Capacity as specified in the WGB Transfer; and

“WGB Registered Withdrawal Capacity Period”: a sequence of Hours relating to Withdrawal Capacity as specified in the WGB Transfer.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

Representations and Warranties by each Party:

- (a) it is a [corporation / partnership / other form entity] duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
- (b) the signing and the entering into by it of this Agreement and the carrying out of the transactions contemplated therein, shall not violate any provision of its constitutional documents;
- (c) it has the power and is authorized to execute, deliver and perform its obligations under the Agreement and has taken all necessary action to authorize the execution, delivery, performance and its entry into this Agreement, and its execution, delivery and the performance of this Agreement do not violate or conflict with any other term or condition of any contract to which it is a party or any constitutional document, rule, law or regulation applicable to it;
- (d) no reason for termination of this Agreement has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under the Agreement;
- (e) it has all governmental, regulatory and other authorizations, licenses, approvals and consents necessary for it legally to perform its obligations under the Agreement;
- (f) it has negotiated, entered into and executed the Agreement as a principal (and not as agent or in any other capacity, fiduciary or otherwise); it is acting for its own account (and not as advisor, agent, broker or in any other capacity), has made its own independent decision to enter into the Agreement and the Agreement is appropriate and proper for it based upon its own judgment; it is not relying upon the advice or recommendations of either of the other Parties in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of the Agreement;
- (g) it enters into the Agreement on a professional basis in connection with one of its lines of business, and may be reasonably characterized as a professional market party;
- (h) it is not relying upon any representation made by either of the other Parties other than those expressly set forth in the Agreement;
- (i) it is not Insolvent, and there are no pending or threatened legal or administrative proceedings to which it is a party which to the best of its knowledge would materially adversely affect its ability to perform its obligations under the Agreement;
- (j) in relation to the Agreement, it will comply with, and use reasonable endeavours to procure that relevant third parties used for fulfilling its obligations under the Agreement comply with, all laws, rules, regulations, decrees or official governmental orders prohibiting bribery, corruption and money laundering applicable either to the Party or its ultimate parent companies.

SCHEDULE C

C.1 ADDRESSES FOR NOTICES

GSB: TAQA Gas Storage B.V.

Kruseman van Eltenweg 1, 1718 BC Alkmaar, The Netherlands *or*

Postbox 233, 1800 AE Alkmaar, The Netherlands

Telephone: +31 88 827 2500

Email: _____

Attention: Managing Director

Bank: _____

Telephone: _____

Email: _____

Attention: _____

Customer: _____

Telephone: _____

Email: _____

Attention: _____

C.2 GSB BANK ACCOUNT

GSB Bank Account: Bank Name Citibank International PLC
Account name TAQA Energy B.V.
EUR Account number 266028071
IBAN NL76CITI0266028071
Swift Code CITINL2X
Bank Address:
Schiphol Boulevard 257
WTC-D Tower floor 8
1118 BH Luchthaven Schiphol
The Netherlands
Bank Telephone +31 20 651 4211
Bank Fax +31 20 651 4234

SCHEDULE D
FORMAT FOR WGB NOTICES

This format for WGB Transfer Notices, WGB Sale Notices and WGB TTF Delivery is determined by GSB and is subject to change if GSB systems change.

Commercial terms between the Bank and the Customer are in separate documentation.

D.1 KEY TERMS FOR WGB TRANSFER FROM CUSTOMER TO BANK

Requested Service	WGB Transfer from Customer to Bank
Requesting Party	Bank/Customer
Bank Entity:	
Bank Contract Code:	
SSSA Customer Entity:	
SSSA Contract Code:	
WGB Gas-in-Storage from Customer to Bank	[Quantity in full kWh]
WGB Space (from Customer to Bank)	[Quantity in full kWh]
WGB Space Period:	[dd/mm/yyyy 06:00 – 01/Apr/yyyy 06:00 LET]
WGB Registered Withdrawal Capacity (from Customer to Bank):	[rate in full kWh/h]
WGB Registered Withdrawal Capacity Period:	[dd/mm/yyyy 06:00 – dd/mm/yyyy 06:00 LET]
<i>All Transfer Notices and must be preceded by a one day's pre-warning message to GSB commercial department. This is a temporary measure and may be revoked by GSB.</i>	

D.2 KEY TERMS FOR WGB TRANSFER FROM BANK TO CUSTOMER

Requested Service	WGB Transfer from Bank to Customer
Requesting Party	Bank/Customer
Bank Entity:	
Bank Contract Code:	
SSSA Customer Entity:	
SSSA Contract Code:	
WGB Gas-in-Storage (from Bank to Customer):	[Quantity in full kWh]
WGB Space (from Bank to Customer):	[Quantity in full kWh]
WGB Space Period:	[dd/mm/yyyy 06:00 – 01/Apr/yyyy 06:00 LET]
WGB Registered Withdrawal Capacity (from Bank to Customer):	[Quantity in full kWh/h]
WGB Registered Withdrawal Capacity Period:	[dd/mm/yyyy 06:00 – dd/mm/yyyy 06:00 LET]
<i>All Transfer Notices and must be preceded by a one day's pre-warning message to GSB commercial department. This is a temporary measure and may be revoked by GSB.</i>	

D.3 KEY TERMS FOR WGB SALE

Requested Service	WGB Sale
Requesting Party	Bank/Storage Customer
Bank Entity:	
Bank Contract Code:	
SSSA Customer Entity:	
SSSA Contract Code:	
WGB Gas-in-Storage	[Quantity in full kWh]
WGB Space	[Quantity in full kWh]
WGB Space Period:	[dd/mm/yyyy 06:00 – 01/Apr/yyyy 06:00 LET]
<i>All Sale Notices and must be preceded by a one day's pre-warning message to GSB commercial department. This is a temporary measure and may be revoked by GSB.</i>	

D.4 KEY TERMS FOR WGB TTF DELIVERY REQUEST

Requested Service	WGB TTF Request
Requesting Party	Bank
Bank Entity:	
Bank Contract Code:	
WGB Request Quantity and Period	[Quantity in full kWh/h] [dd/mm/yyyy hh:00 – dd/mm/yyyy hh:00 LET]
<i>A WGB Delivery Period must consist of increments of a Day (06:00 to 06:00) and replaces any previous TTF Delivery Request if and to the extent it covers the same Day(s). (If different WGB Contract Quantities within one Day are desired, use multiple rows.)</i>	
<i>SSSA lead-time for REQUEST applies (Request Close Time)</i>	
<i>All WGB TTF Requests must be preceded by a one day's pre-warning message to GSB commercial department. This is a temporary measure and may be revoked by GSB.</i>	

SCHEDULE E
OPERATING PROCEDURES FOR
DELIVERY TO AND ACCEPTANCE BY THE BANK'S SHIPPER AT THE TTF

1. GENERAL

- 1.1 For the purpose of this Schedule E, where applicable, where the Bank is mentioned, this shall include its designated Shipper. The Bank shall ensure that its Shipper acts in accordance with this Agreement.
- 1.2 The scheduling and other procedures of the TTF apply.
- 1.3 Following a WGB TTF Delivery Request notice an acknowledgement of receipt may be sent by GSB which defines the time of receipt of such notice.

2. REQUIREMENTS ON DATA EXCHANGE

- 2.1 The Bank shall designate a Shipper that is responsible for the operational handling of exchanging the Gas, with a unique portfolio shipper code that is not used by the Bank in its capacity as Storage Customer, another Storage Customer or another bank.
- 2.2 The Bank and GSB shall adhere to the relevant parts of the Dutch Network Code and other procedures as issued and updated from time to time by the TSO in respect of the matters arranged in this Schedule E.
- 2.3 The Bank and GSB shall act as reasonable, efficient and prudent operators in the European Gas market. This particularly applies to informing each other in a co-operative manner and, as soon as reasonably possible.
- 2.4 The Bank's and GSB's contact persons shall be contactable twenty-four (24) hours a day and every day of the year by telephone and/or any other agreed communication system, for validation of communications where it is reasonable to doubt its correct transmission or authenticity. Contact details will be notified in accordance with the applicable procedure set out in the Operating Manual

3. REQUEST RESPONSE PROCEDURE

- 3.1 For each WGB, GSB and the Bank will assume, for each Hour of the WGB Registered Withdrawal Period, a WGB Request Quantity equal to the WGB Gas-In-Store divided by the amount of hours in the WGB Withdrawal Period, rounded down to the nearest full kWh/h. Per Hour, Banks's aggregated WGB Request Quantities will form Banks initial WGB TTF Delivery Request ("REQUEST Values").

Respecting lead-time, Bank may replace REQUEST Values by sending GSB an updated WGB TTF Delivery Request, as defined in Schedule D.4.
- 3.2 In response to a REQUEST, GSB shall provide the Bank with a request response message ("REQRES") containing the hourly capacities allocated by GSB ("WGB Contract Quantities").
- 3.3 A REQRES shall supersede any previously sent REQRES for Hours of such Gas Day. The hourly WGB Contract Quantities shall be nominated to the TSO on TTF by both the Bank and GSB.
- 3.4 A REQRES containing the REQRES values shall be sent by GSB at the latest two Hours before the Hour for which the WGB Contract Quantities have changed.
- 3.5 Both the Bank and GSB shall use best efforts to send an updated nomination to TTF containing the WGB Contract Quantities as quickly as possible.
- 3.6 To cover potential within-day changes in WGB Contract Quantities, such WGB Contract Quantities must be nominated to TTF at the latest ninety (90) minutes before planned delivery.

For the avoidance of doubt, this implies that both the Bank and GSB may need to (re)nominate at TTF within thirty (30) minutes after REQRES was sent. Therefore, GSB highly recommends that the Bank implements such IT-systems that automatically update nominations at TTF based on the latest WGB Contract Quantities.

- 3.7 Should a mismatch exist between the amount confirmed by the TSO and the WGB Contract Quantities, both the Bank and GSB shall use best efforts to resolve the situation forthwith.
- 3.8 Should a mismatch exist between the amount confirmed by the TSO and the nominations to TTF by either GSB or the Bank, both the Bank and GSB shall endeavour to correct nominations to be in line with WGB Contract Quantities.
- 3.9 In case the quantity of Gas that is delivered and accepted at TTF does not equal the WGB Contract Quantities, such mismatch shall be settled between GSB and the Bank in accordance with Article 15 of the SSSA.

4. OPERATING GUIDELINES FOR THE GAS STORAGE BERGERMEER FACILITY

The Bank shall make reasonable efforts to use the default GSB systems, communication methods and messages as detailed in the Operating Guidelines. In case of a discrepancy between the Operating Guidelines and this Schedule E, the former shall apply.

GSB commercial department for Notification handling

Email: GSBSales@taqaglobal.com

[]

GSB 24/7 Dispatch centre contact details for TTF matching

[]

Bank 24/7 Contact details

[]