# **GSB GAS STORAGE AUCTION RULES**

# FOR THE SEPTEMBER 2025 SHORT TERM PRIMARY CAPACITY AUCTIONS FOR (I) RESIDUAL STORAGE YEAR 2025 AND STORAGE YEAR 2026 (FIXED PRICE) AND (II) STORAGE YEAR 2026 (INDEXED PRICE)

#### INTRODUCTION

These rules govern the qualification for, participation in and consummation of two short term primary capacity auctions of standard bundled units of gas storage capacity at **Gas Storage Bergermeer** (the Netherlands), defined as SBUs in the Standard Storage Services Agreement.

Two auctions are scheduled for Tuesday 23 September 2025: a fixed price auction (Auction 1) and an indexed price auction (Auction 2).

The fixed price capacity offered in Auction 1 is for the is the Residual Storage Year 2025 and the full Storage Year 2026. Depending on the Start Date (see Section 4.3 below) this offer is for a period of maximum 18 months. Please be aware that the injection fee and the withdrawal fee for Storage Year 2025 are already set and are published on the GSB website. These apply to the Residual Storage Year 2025 as well. The injection fee and the withdrawal fee for Storage Year 2026 will be calculated in accordance with the SSSA.

The indexed capacity offered in Auction 2 is for Storage Year 2026 only. The injection fee and withdrawal fee for Storage Year 2026 will be calculated in accordance with the SSSA.

Bids for the Auctions can be submitted on the Auction Date via e-mail to a duly appointed Notary at A&O Shearman as set out in these Auction Rules.

Successful Bids will result in binding primary capacity agreements between the Bidder and **TAQA Gas Storage B.V.**, the commercial operator of Gas Storage Bergermeer, a company under the laws of the Netherlands, with registered offices in Alkmaar, company no. 27154985 ("GSB").

**Allen Overy Shearman Sterling LLP**, a limited liability partnership incorporated in England and Wales, with registered offices at Apollolaan 15, 1077 AB, Amsterdam, the Netherlands, company no. 34368587 ("<u>A&O Shearman</u>") will conduct and administer the Auctions.

#### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In these Auction Rules:

"<u>Aggregate Demand</u>" shall mean the sum of all Quantities demanded by all Bidders during an Auction.

"<u>Auction 1</u>"shall mean the fixed price SBU auction whereby Capacity is offered for the Residual Storage Year 2025 and the full Storage Year 2026, as further specified in these Auction Rules.

"Auction 2" shall mean the indexed price SBU auction whereby Capacity is offered for the full Storage Year 2026, as further specified in these Auction Rules.

"Auctions" shall mean Auction 1 and Auction 2 and "Auction" shall mean any of them.

"Auction Date" shall have the meaning specified in Section 5.2.

"Auction Rules" shall mean these auction rules.

19.08.2025 Page 1 of 12

- "Bid" shall mean the submission by Bidder of demand for a stated Quantity of the SBUs stated in the e-mail to A&O Shearman.
- "Bidder" shall have the meaning specified in Subsection 2.3.1.
- "Bidder Limit" shall mean the total maximum Quantity for a Bidder in respect of an Auction, as determined by GSB.
- "Business Day" shall mean a day (other than a Saturday or a Sunday) on which banks are open for business in The Netherlands.
- "Capacity" shall have the meaning given thereto in the Standard Storage Services Agreement.
- "Customer" shall mean any corporation, limited liability company, general or limited partnership, association, trust or other entity that wants to participate in an Auction.
- "Cut Off Multiplier" shall mean the lowest Multiplier at which SBUs are allocated in Auction 2.
- "Cut Off Price" shall mean the lowest SBU Capacity Fee at which SBUs are allocated in Auction 1.
- "Daily Spread" shall have the meaning specified in Section 4.4.
- "Gas Day" shall mean the period from 06:00 to 06:00 on the next calendar day.
- "Instruction to Bidders" shall have the meaning specified in Section 3.1.
- "Maximum Supply" shall have the meaning specified in Section 4.2.
- "Multiplier" shall mean the multiplier stated by a Bidder in a valid Bid.
- <u>"Primary Capacity Agreement"</u> shall mean an agreement as referred to in Section 5.12 which is confirmed substantially in the form as per Annex III.
- "Quantity" shall mean the quantity requested by a Bidder in a valid Bid, expressed in the number of SBUs as a whole number higher than zero (0).
- "Reference Day" shall have the meaning specified in Section 4.4.
- "<u>Reference Index</u>" shall have the meaning given thereto in the Standard Storage Services Agreement.
- "Reserve Multiplier" shall have the meaning specified in Section 4.4.
- "Reserve Price" shall have the meaning specified in Section 4.4.
- "Residual Storage Year 2025" shall mean the period starting on the Start Date up to and including Gas Day 31 March 2026.
- "SBU" shall mean standard bundled unit of gas storage capacity at Gas Storage Bergermeer, per the terms and conditions of the Standard Storage Services Agreement.
- "SBU Capacity Fee" shall have the meaning specified in Section 4.4.
- "Standard Storage Services Agreement" or "SSSA" shall mean the Standard Storage Services Agreement 2.0 for the Gas Storage Bergermeer Facility between the Bidder and GSB as amended from time to time.
- "Start Date" shall have the meaning as specified in Section 4.3
- "Storage Year Spread" shall have the meaning specified in Section 4.4.
- "Storage Year 2025" means the storage year from Gas Day 1 April 2025 up to and including Gas Day 31 March 2026.
- "Storage Year 2026" means the storage year from Gas Day 1 April 2026 up to and including Gas Day 31 March 2027.

19.08.2025 Page 2 of 12

#### 1.2 In these Auction Rules:

- 1.2.1 References to "Article", "Section", "Subsection", and "Annex" refer to the corresponding article, section, subsection or annex of these Auction Rules unless otherwise specified;
- 1.2.2 The headings of Articles, Sections, Subsections and the Annexes are provided for convenience only and will not affect their interpretation;
- 1.2.3 The words "include" or "including" are to be construed without limitation to the generality of the foregoing;
- 1.2.4 Any reference to time is to Dutch local time; and
- 1.2.5 Unless the context requires otherwise, the singular shall include the plural and vice versa.

#### 2. QUALIFICATION PROCESS

- 2.1 Any Customer wishing to qualify for participation in an Auction shall:
  - 2.1.1 request GSB to be admitted as a Bidder;
  - 2.1.2 have entered into a Standard Storage Services Agreement for the Gas Storage Bergermeer Facility;
  - 2.1.3 provide to GSB any information GSB reasonably requires to establish the Bidder Limit;
  - 2.1.4 (a) provide to GSB (directly or indirectly through a screening tool) any information GSB reasonably requires for its diligent customer screening, which may consist of an analysis of all persons associated with the Customer, including (affiliated) entities, the natural person(s) who own or control the (legal) person up to and including the UBOs (Ultimate Beneficial Owners), representatives and proxies representing the Customer and a group structure chart, (b) successfully pass GSB's customer screening (whereby GSB has the sole discretion to either accept or reject) and (c) not, nor shall any of its management, (in)direct shareholder, group company and/or UBO be subject to any sanctions;
  - 2.1.5 accept and agree to these Auction Rules and provide to GSB a duly signed Annex I to these Auction Rules; and
  - 2.1.6 provide to GSB (i) a valid power of attorney demonstrating the attorney(s) authority to sign Annex I and submit binding Bids, substantially in the format of Annex II, or equivalent, (ii) evidence that the person signing the power of attorney is authorized to represent the Customer and (iii) upon GSB's request, a copy of the valid ID of the person signing the power of attorney and the attorney(s).

#### 2.2 Timely and Continued Compliance

- 2.2.1 All requirements set out in Section 2.1 must be met seven (7) Business Days prior to the Auction Date. GSB may at is sole discretion waive this timeline or compliance with a specific requirement in exceptional circumstances.
- 2.2.2 Bidder shall promptly notify GSB in writing of any change in any information submitted for qualification for the Auction upon becoming aware of such change. Bidder shall promptly furnish to GSB any additional information which GSB may reasonably request.
- 2.3 Following a request to be admitted as Bidder, GSB may:

19.08.2025 Page 3 of 12

- by written confirmation admit a Customer in an Auction, at which point it becomes a "Bidder"; the confirmation shall state the Bidder Limit for that Bidder;
- 2.3.2 request revised and/or additional documents within a set time period, and, upon review of such documents, admit or refuse a Customer in an Auction; or
- 2.3.3 refuse a Customer in an Auction. Any such refusal shall be based on objective criteria, which includes the criteria stated in Section 2.5, and the reason shall be provided.
- 2.4 Only Bidders are admitted to participate in an Auction. After being qualified as a Bidder, a Bidder is not obliged to submit a Bid.
- 2.5 Revocation of admission as Bidder

GSB may at any time revoke admission of a Bidder as participant in an Auction if:

- a. Bidder does not satisfy, or no longer satisfies, the qualification criteria; or
- b. Bidder has breached or breaches any of its obligations under these Auction Rules; or
- Bidder has breached or breaches any of its obligations under the SSSA or under a Primary Capacity Agreement.

#### 3. INSTRUCTIONS TO BIDDERS AND RISK OF LOSS OR DELAY OF E-MESSAGES

- 3.1 At least one (1) Business Day before the Auction Date (or, if later, promptly following admission as Bidder), GSB shall provide the person(s) who is/are authorised to represent the Bidder in the Auctions, evidenced by a valid power of attorney or otherwise, as identified to and approved by GSB, with instructions on the conduct of the Auction (the "Instruction to Bidders"). These regard in particular the method and contents of communications between Bidder, A&O Shearman and GSB during the Auction and the secure transmission of Bids.
- 3.2 GSB and A&O Shearman make no representation or warranty on the continuous availability of systems for reception or saving of Bids in case of technical or other problems beyond their reasonable control and cannot be held liable in case of unavailability.

#### 4. THE AUCTION OFFERING

### 4.1 Product Offered

The product offered in the Auctions is an SBU, which comprises of rights to have gas injected, to keep gas in store and to withdraw gas, as defined in the Standard Storage Services Agreement.

19.08.2025 Page 4 of 12

#### 4.2 Maximum Supply

The maximum total number of SBUs for offered and allocated in an Auction (the "Maximum Supply") is as follows for Auction 1 and Auction 2:

Auction	Auction Date	Maximum Supply	Start date	Tenor
Auction 1	23 September 2025 (Fixed)	Two million eight hundred thirty thousand (2,830,000) SBUs	See column "Start Date" in the table under 4.3 below	Residual Storage Year 2025 + Storage Year 2026
Auction 2	23 September 2025 (Indexed)	Two million (2,000,000) SBUs	1 April 2026	Storage Year 2026

# 4.2.1 Availability of the Capacity

#### Auction 1

After the Capacity is bought in Auction 1 the availability to the Bidder (the "<u>Start Date</u>") depends on Bidder's IT set up with GSB. If the Bidder already has Capacity with GSB for Storage Year 2025 or is already set up as an interruptible-only Customer for Storage Year 2025 prior to 1 September 2025, the allocated Capacity will be available as indicated below. In all other cases, the allocated Capacity will be available as soon as reasonably possible, which is expected to be no later than 20 Business Days after the Auction Date.

Auction Date	Start Date	Condition impacting Start Date
23 September 2025	1 October 2025	The Bidder already has Capacity with GSB for Storage Year 2025 or is set up as an interruptible-only Customer for Storage Year 2025 prior to 1 September 2025.
23 September 2025	As soon as reasonably possible, which is expected to be no later than 20 Business Days after the Auction.	If the above condition is not met, the Start Date will not be 1 October 2025 but as indicated in the left column.

# 4.3 Price per SBUs (the "SBU Capacity Fee")

#### Auction 1

For Auction 1, the SBU Capacity Fee shall be in Euro (€) per SBU, fixed (i.e. non-indexed).

A reserve price (the "Reserve Price") applies to the SBUs offered at Auction 1, being two Euros and twenty cents per SBU (2.20 €/SBU/). Bids submitted at Auction 1 which are below the Reserve Price are invalid and shall be disregarded.

#### Auction 2

For Auction 2, the SBU Capacity Fee shall be determined per SBU according to the below formula (the "Price Formula"):

SBU Capacity Fee= Multiplier (X) \* Storage Year Spread

19.08.2025 Page 5 of 12

whereby "Storage Year Spread" shall be the greater of: (a) two Euros and twenty cents per SBU (2.20 €/SBU); or (b) a value expressed in Euro per MWh and calculated as follows: For each day from 15 January (inclusive) to 15 March (inclusive) immediately preceding the Storage Year on which the Reference Index providing the prices referred to hereafter is published (each a "Reference Day"), a daily spread (the "Daily Spread") shall be calculated as A minus B, where "A" is the end-of-day settlement price for TTF baseload winter gas in that Storage Year as published in the Reference Index, and "B" is the end of-day settlement price for baseload summer gas in that Storage Year as published in the Reference Index. These end-of-day settlement prices and the Daily Spread shall all be in Euro per MWh and rounded up to the nearest number with three decimals. The Daily Spreads for all Reference Days shall be aggregated and such aggregated number shall be divided by the number of Reference Days, provided that only the Daily Spreads with a value greater than zero and the corresponding Reference Days shall be taken into account. The resulting number, rounded up to the nearest number with three decimals, shall be the "Storage Year Spread".

A reserve Multiplier (the "Reserve Multiplier") applies to the SBUs offered at Auction 2, being 1.0 (one point zero) for the factor X in the Price Formula. Bids submitted at Auction 2 with a Multiplier lower than the Reserve Multiplier are invalid and shall be disregarded.

#### 5. THE AUCTION PROCESS

- 5.1 A&O Shearman shall conduct the Auctions and monitor compliance with the Auction Rules.
- 5.2 The date and time of the Auctions (the "Auction Date") is as follows:

Auction	Date and time of Auction
Auction 1 (Fixed)	23 September 2025 at 11:00 - 11.30 hrs (Dutch local time)
Auction 2 (Indexed)	23 September 2025 at 13:00 - 13.30 hrs (Dutch local time)

- 5.3 All communications between Bidder and A&O Shearman shall be made in accordance with the rules set forth in the Instructions to Bidders (including rules pertaining to message content, message format and means of communication).
- 5.4 Each Auction shall be conducted over one (1) round within the time window specified for such Auction in Section 5.2. Bids received outside the applicable time window shall be rejected.
- 5.5 Bids for the Auctions shall be made as follows:
  - 5.5.1 Each Bidder can submit up to three (3) separate Bids in a single e-mail.
  - 5.5.2 Each Bid for Auction 1 shall include a Quantity "Q" and a SBU Capacity Fee "F" and each Bid for Auction 2 shall include a Quantity "Q", a Multiplier "X" whereby:
    - a. the Quantity will be expressed as a non-negative whole number representing the number of SBUs the Bidder wishes to acquire; and
    - b. the SBU Capacity Fee will be expressed in Euro (€) as a non-negative number with up to two decimals; and
    - c. the Multiplier will be expressed as a non-negative whole number with up to two decimals, equal to or higher than the Reserve Multiplier, representing the value of X in the Price Formula.

19.08.2025 Page 6 of 12

- 5.5.3 During an Auction the Bidder may change each of its Bids for an Auction by submitting a new e-mail as per Subsection 5.5.2. The content of such e-mail will replace any previously sent bidding e-mail by this Bidder for the Auction in its entirety, so the Bid or Bids in such e-mail shall replace all previous Bid or Bids made by the Bidder, regardless whether the number of Bids, the Quantity, the SBU Capacity Fee in the later e-mail is higher or lower.
- 5.5.4 If a Bidder exceeds its Bidder Limit, its Bids are sorted from the highest stated SBU Capacity Fee to the lowest stated SBU Capacity Fee. The Quantity of the Bid with the lowest stated SBU Capacity Fee that causes the Bidder Limit to be exceeded will be reduced to a Quantity whereby the Bidder Limit is no longer exceeded. Bids with a lower stated SBU Capacity Fee, if any, shall not constitute valid Bids. GSB will disclose the Bidder Limit for each Bidder to A&O Shearman ultimately on the date of the Auction at 10.00 hrs (Dutch local time).
- 5.6 Bids (or changes to Bids) received outside the time period for receipt of Bids, and Bids (or changes to Bids) that do not meet the conditions of Section 5.5 above or any other part of the Auction Rules are not valid and will be rejected. A&O Shearman shall notify any Bidder that has submitted an invalid Bid of the rejection thereof, stating the reasons.
- 5.7 A&O Shearman will use reasonable efforts to send, via e-mail, a confirmation of receipt of every Bid. A confirmation of receipt does not constitute confirmation of validity of Bids.
- 5.8 It is Bidder's entire and sole responsibility to ensure that a valid Bid is received within the specified timeline. In particular, Bidder's attention is drawn that there may be some time lag between the submission of its Bid and the receipt by A&O Shearman. Bidder shall ensure that all its equipment used in connection with an Auction operates properly.
- 5.9 Each of the valid Bids being received and logged by A&O Shearman at the close time of the round shall be a firm and irrevocable commitment to acquire the stated Quantity of SBUs at the stated SBU Capacity Fee.

#### 5.10 Auction 1

At the end of Auction 1, SBUs will be allocated to the Bidders in Auction 1 as follows and with all of the following conditions satisfied:

- a. a Bid with a SBU Capacity Fee lower than the Reserve Price will not be taken into account for the allocation of SBUs;
- b. no more SBUs will be allocated than the Maximum Supply for Auction 1;
- c. SBUs shall be allocated to valid Bids in order of the value of the SBU Capacity Fee ("F") of the Bids, whereby a Bid with a higher SBU Capacity Fee will be allocated first and with priority over a Bid with a lower SBU Capacity Fee; and
- d. if the Aggregate Demand in Auction 1 exceeds the Maximum Supply, those Bids with a SBU Capacity Fee ('F") equal to the Cut Off Price shall be allocated SBUs pro rate their Quantity ("Q"), rounded to the nearest whole number of SBUs, whereby any remaining SBU following rounding shall be allocated to the Bid with the highest Quantity.

#### Auction 2

At the end of Auction 2, SBUs will be allocated to the Bidders in Auction 2, as follows and with all of the following conditions satisfied:

e. a Bid with a Multiplier lower than the Reserve Multiplier will not be taken into account for the allocation of SBUs;

19.08.2025 Page 7 of 12

- f. no more SBUs will be allocated than the Maximum Supply for Auction 2;
- g. SBUs shall be allocated to valid Bids in order of the value of the Multiplier ("X") of the Bids, whereby a Bid with a higher Multiplier will be allocated first and with priority over a Bid with a lower Multiplier;
- h. if the Aggregate Demand in Auction 2 exceeds the Maximum Supply for Auction 2 those Bids with a Multiplier ("X") equal to the Cut Off Multiplier shall be allocated SBUs pro rate their Quantity ("Q"), rounded to the nearest whole number of SBUs, whereby any remaining SBU following rounding shall be allocated to the Bid with the highest Quantity
- 5.11 After the allocations, A&O Shearman will use reasonable efforts to confirm the results of the Auctions via email to the Bidders within one hour after the end of each Auction.
- 5.12 Allocation of SBUs in accordance with Section 5.10 above constitutes a Primary Capacity Agreement under the Standard Storage Services Agreement, for such SBUs, at the pricing as per the allocated Bid. GSB will issue a confirmation in the form of Annex III (for the term Residual Storage Year 2025 + Storage Year 2026 (Auction 1) or the term of Storage Year 2026 (Auction 2), as applicable) hereto, signed by GSB only. Sections, 5.10, 5.11 and 5.12 create binding obligations between GSB and the Bidder.
- 5.13 After the Auctions, the auction results will be published on the GSB website.

#### 6. MISCELLANEOUS

#### 6.1 Conduct Rules

- 6.1.1 The Bidder shall at all times observe high standards of integrity and fair dealing and high standards of market conduct and act with due skill, care and diligence when participating in an Auction.
- 6.1.2 It is the duty of the Bidder to behave in a fair and orderly manner in an Auction, with due observation of the interest of all other Bidders.
- 6.1.3 The Bidder is required to comply and act in accordance with all applicable laws and regulations, including, but not limited to, articles 3 and 5 of the Regulation (EU) No. 1227/2011 on energy Market Integrity and Transparency as amended by Regulation (EU) 2024/1106 (REMIT).
- 6.1.4 A&O Shearman and GSB have the right to supply the competent authorities with all data and information of the activities carried out by Bidders under the Auction Rules and all other data and information the provision of which is necessary either under a formal request made to A&O Shearman or GSB or to comply with its obligations towards those authorities or where disclosure is required under applicable laws.
- 6.1.5 A&O Shearman and GSB are entitled to carry out (routine) enquiries or investigations into the behaviour of a Bidder. The Bidder is obliged to provide full cooperation with an enquiry or investigation.
- 6.2 Postponement or Termination of the Auctions or any of them
  - 6.2.1 GSB may cancel, postpone or suspend an Auction and or the Auctions.
  - 6.2.2 GSB may, if reasonably necessary for technical or operational reasons or in the event of manifest collusion, terminate an Auction, and GSB shall promptly inform Bidders in case of termination of that Auction.

19.08.2025 Page 8 of 12

6.2.3 GSB shall promptly inform Bidders and the market of any cancellation, postponement, suspension or termination. No Bidder shall have any claim for damage or losses or any right for performance of an Auction in the event of cancellation, postponement, suspension or termination.

#### 6.3 Amendment of these Auction Rules

- 6.3.1 At any time before the seventh (7<sup>th rd</sup>) Business Day preceding the Auction Date, GSB may amend these Auction Rules and GSB shall immediately inform the market and notify Bidders of such decision.
- 6.3.2 Bidders shall be deemed to consent to an amendment of these Auction Rules if they do not give notice of withdrawal within two (2) Business Days following the receipt of the notice referred to in Subsection 6.3.1. If such a notice of withdrawal is received by GSB, the Bidder shall no longer be allowed to participate in the Auctions.
- 6.4 Following the Auctions, GSB may release the following data to the market:
  - a. the Cut Off Price and the Cut Off Multiplier;
  - b. the Aggregate Demand in the Auctions;
  - the weighted average SBU Capacity Fee or Multiplier for SBUs allocated in the Auctions; and
  - d. the total amount of SBUs allocated.
- 6.5 GSB and A&O Shearman shall protect the confidentiality of the content of Bids submitted by Bidder during the Auctions.
- 6.6 Rights resulting from the Auction Rules and the Auctions or any of them are not and cannot be transferred or assigned (other than rights of GSB and A&O Shearman).
- 6.7 SBUs are transferable as per the terms of the Standard Storage Service Agreement.

#### 7. GOVERNING LAW AND DISPUTE RESOLUTION

These Auction Rules are governed by and construed in accordance with the laws of The Netherlands and any dispute, controversy or claim arising out of or in connection with these Auction Rules shall be submitted to the exclusive jurisdiction of the courts of The Hague, the Netherlands.

\*\*\*\*

19.08.2025 Page 9 of 12

#### ANNEX I

# ACKNOWLEDGEMENT OF THE GSB GAS STORAGE AUCTION RULES FOR THE SEPTEMBER 2025 SHORT TERM PRIMARY CAPACITY AUCTIONS FOR (I) RESIDUAL STORAGE YEAR 2025 AND STORAGE YEAR 2026 (FIXED PRICE) AND (II) STORAGE YEAR 2026 (INDEXED PRICE)

The undersigned undertakes, covenants to and agrees with A&O Shearman and GSB:

- 1. It has taken knowledge of the Auction Rules and shall comply with the Auction Rules and the Instructions to Bidders:
- 2. It shall refrain from entering into (and represents that it has not entered into) any agreement or arrangement of any kind with any other (potential) Bidder (other than affiliates) concerning the Auctions or participation in the Auctions;
- 3. It shall continue to keep confidential (and represents that it has kept confidential) all information received from GSB in connection with the Auctions;
- 5. It shall continue to act (and represents that it has acted) in the Auctions, as principal (and not as agent or in any other capacity, fiduciary or otherwise); and
- 6. Future notifications to it regarding the Auctions can be made exclusively to the following contact person (*please insert details*):

	Contact person:				
	Title:				
	Contact address:				
	Contact tel.:				
Company Name:					
Signature:					
	- <del></del>				
Ву:					
Title:					
Date:					

19.08.2025 Page 10 of 12

#### ANNEX II

# FORM OF GENERAL POWER OF ATTORNEY FOR CAPACITY AUCTIONS AND TENDERS FOR GAS STORAGE BERGERMEER

[to be printed on company letterhead]

The undersigned:

[name of company], registered with the [Trade Registry, Chamber of Commerce or otherwise] in [city, country] under [number] and having its registered office at [address] (the "Company"),

hereby appoints:

#### [name of person who is authorised to sign auction rules and submit bids]

resident in [country], born in [city], [country] on [date] and holder of a [nationality] passport with number [number] as the Company's true and lawful authorized representative (*gevolmachtigde*) (the "<u>Attorneyin Fact</u>") to individually represent the Company in respect of the following:

- to participate in any and all capacity auctions for Gas Storage Bergermeer / TAQA Gas Storage B.V. to be held from time to time (each such capacity auction an "Auction");
- to sign, in respect of each Auction, the acknowledgement to the applicable auction rules;
- to submit, in respect of each Auction, binding bids for SBUs;
- to participate in any and all tenders for Gas Storage Bergermeer / TAQA Gas Storage B.V. to be held from time to time (each such tender a "Tender");
- · to submit, in respect of each Tender, binding bids;
- to sign, in respect of each Tender, any agreement in relation thereto; andto do, agree, sign and confirm, in respect of each Auction and each Tender, everything reasonably required in connection with the foregoing.

The email address of the Attorney-in-Fact is: [insert email address].

This power of attorney is valid with respect to the foregoing purposes and matters, and the Company hereby ratifies and confirms all acts that said Attorney-in-Fact shall lawfully do or cause to be done by virtue hereof.

This power of attorney is effective from the date of signature stated below and may be revoked at any time in writing through proper notification to TAQA Gas Storage B.V. by means of an email to: <a href="mailto:gsb@taqa.com">gsb@taqa.com</a> and LegalNL@taqa.com.

·	, 3	,	
Signed in [city] c	on [date].		
[name]			
[title], [company]			

This power of attorney is governed by Dutch law.

PLEASE PROVIDE (I) EVIDENCE THAT THE PERSON SIGNING THIS DOCUMENT IS AUTHORIZED TO REPRESENT THE COMPANY AS WELL AS, UPON GSB'S REQUEST, (II) A COPY OF A VALID ID OF (A) THE PERSON SIGNING THE POWER OF ATTORNEY AND (B) THE ATTORNEY-IN-FACT

19.08.2025 Page 11 of 12

#### ANNEX III

# FORM OF PRIMARY CAPACITY AGREEMENT AS APPLICABLE FOR RESIDUAL STORAGE YEAR 2025 + STORAGE YEAR 2026 (FIXED PRICE) AND STORAGE YEAR 2026 (INDEXED PRICE)

# This Primary Capacity Agreement is issued on [●] 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 in Alkmaar, The Netherlands ("**GSB**"); and
- (2) [●], (the "Customer").

#### WHEREAS:

GSB and the Customer are party to a Standard Storage Services Agreement 2.0 in respect of the GSB Facility (the "SSSA"), and at the SBU auction held on 23 September 2025 at [Auction 1: 11:00-11:30 hrs] [Auction 2: 13:00-13:30 hrs] (Dutch local time) the Customer has purchased Capacity from GSB and GSB has sold such Capacity to the Customer.

# IT IS HEREBY AGREED as follows:

#### 1. SALE AND PURCHASE OF CAPACITY

At the SBU auction held on 23 September 2025 at [Auction 1: 11:00-11:30 hrs] [Auction 2: 13:00-13:30 hrs] (Dutch local time), the Customer has purchased from GSB and GSB has sold to the Customer standard bundled units of Capacity at the GSB Facility ("SBU") in the number, for a term, for the fees and at other conditions as specified below. This Primary Capacity Agreement is signed by GSB and issued only as confirmation.

#### 2. CONDITIONS

### 2.1 Capacity

Number of SBUs [●] ([●]) A SBU consists of:

Injection Capacity: 0.485 kW Space: 1000 kWh Withdrawal Capacity: 0.490 kW

#### 2.2 Term

Start: [Auction 1: [insert relevant Start Date as referred to under 4.3 of the Auction Rules] 06:00 Hour (LET) (start of the Hour) /Auction 2: [01 April 2026 0:600 Hour (LET) (start of the Hour)]

End: 01 April 2027 06:00 Hour (LET) (start of the Hour), unless terminated earlier in accordance with the SSSA.

#### 2.3 Auction SBU Capacity Fee

[Auction1] The SBU Capacity Fee is: [•] ([•]) per SBU.

[Auction 2] The SBU Capacity Fee is [ ] ([ ]) times the Storage Year Spread per SBU per Gas Storage Year, whereby "Storage Year Spread" is defined in section 4.4 of the GSB Gas Storage Auction Rules for the September 2025 Primary Capacity Auctions for (i) Residual Storage Year 2025 and Storage Year 2026 (fixed price) and (ii) Storage Year 2026 (indexed price).

# 2.4 SSSA

The SSSA governs the conditions of use in respect of the Capacity, and this Primary Capacity Agreement forms part of the SSSA. All capitalised terms used and not otherwise defined in this Primary Capacity Agreement shall have the meanings ascribed to them in the SSSA.

# [Signed by GSB]

19.08.2025 Page 12 of 12