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Supplementary Terms and Conditions (German: EGB) of terranets bw GmbH (terranets bw) to the General Terms and Conditions for Entry/Exit Contracts (Entry/Exit System) in accordance with Appendix 1 of the Cooperation Agreement (German: KoV IX) between the Operators of Gas Supply Networks in Germany dated 19 July 2006 in its amended version of 10.03.2017 (German: AGB Ein- und Ausspeisevertrag)
(Version: 15-12-2017)

**Section 1
Tariffs and payment terms**

Supplement to Section 25(11) of the General Terms and Conditions for Entry/Exit Contracts

For the remainder, tariffs and payment terms are based on the regulations set out in the price list of terranets bw.

**Section 2
Invoicing**

Supplement to Section 26(1), Sentence 1 of the General Terms and Conditions for Entry/Exit Contracts

1. Billing is effected by terranets bw in paper form by post or, subject to the consent of the shipper, electronically in the form of PDF documents transmitted by email. In the event that electronic transmission is not possible due to technical problems, the invoices for that particular invoice run will be sent by post in paper form.
2. The billing process generally comprises three invoice runs as follows:
 - a. On the third from last working day of the month preceding the month for which the shipping capacity was booked (shipping month), the billing is effected for tariffs plus any possible extra auction premium for capacity contracts known to terranets bw at this point of time for the shipping month.
 - b. On the third from last working day of the shipping month the billing is effected for the tariffs plus any possible extra auction premium for the capacity contracts known to terranets bw at this point of time for the shipping month which were not yet billed according to lit. a.
 - c. On the tenth working day of the month following the shipping month, the billing is effected for the tariffs plus any possible extra auction premium for the capacity contracts known to terranets bw at this point of time for the shipping month that were not already billed according to lit. a and lit. b.

This invoice run also includes the billing for penalty payments for capacity overruns for exceeding the booked capacity of the shipping month (Section 30(4) of the General Terms and Conditions for Entry/Exit Contracts).

Tariffs and penalty payments are set out in the price list of terranets bw. Tariffs and penalty payments are subject to the relevant taxes at their currently applicable rate.

3. All invoice amounts are payable within 10 working days after receipt of the invoice.

Section 3
Using the Grid Users' Data Portal of terranets bw

Pursuant to Section 2(3) lit. a) of the Cooperation Agreement between the Operators of Gas Supply Networks in Germany

Insofar as the intended communication channel set out in Section 13a(2) of the General Terms and Conditions for Entry/Exit Contracts (using the EDIG@S data format via an AS4-or AS2 connection) is not available, the exchange of data in connection with the nomination process has to take place using terranets bw's Grid Users' Data Portal. The internet address is <https://www.terranets-bw.de/portal>. Insofar as the said Grid Users' Data Portal is unavailable, nominations may also be transmitted in tabular form by email or by fax.

Section 4
Option of over-nomination at market area interconnection and cross-border interconnection points irrespective of the incorporation of capacities into a balancing group or into a sub-balancing account

Supplement to Section 13d(3), Sentence 4 of the General Terms and Conditions for Entry/Exit Contracts

1. Interruptible within-day capacity can also be used by a shipper by means of over-nomination at a booking point (market area interconnection and cross-border interconnection points) under observation of a lead time of two hours on an interruptible basis, insofar as a balancing group or sub-balancing account already exists for this booking point, in which however no capacities were incorporated for the relevant gas day.
2. In this case, the shipper must declare on the data sheet required for registration on PRISMA that he or she would like to use the option of over-nomination and must define a shipper who is liable for payments for the respective balancing group or sub-balancing account. In the case that the shipper defines a third party as the shipper liable for payments, the third party's written declaration of consent must be provided. It suffices if the signed declaration of consent is sent to terranets bw by telefax or as a scanned copy. It is not possible to over-nominate according to this Section 4 until this declaration of consent is provided. The shipper liable for payments must be authorised by terranets bw in accordance with Section 2a of the General Terms and Conditions for Entry/Exit Contracts.
3. The Capacity Contract is concluded according to Section 13d(2) of the General Terms and Conditions for Entry/Exit Contracts between terranets bw and the party defined on the data sheet as the shipper liable for payments.