# Annex 4 to the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility

# **Framework Agreement**

for short-term capacity sales auctions

between

## **GSA LLC**

Udaltsova street 1A, Moscow, 119415, Russia (hereinafter referred to as the "GSA")

			and			
hereins	after ref	erred	to as i	the "	Cust	omer'

individually hereinafter referred to as the "Party" and collectively as the "Parties",

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#### **Preamble**

The Parties hereby agree to enter into the following Framework Agreement (the "Agreement") on the basis of the respective valid version of the General Terms and Conditions of Access to the Haidach Natural Gas Storage Facility hereinafter referred to as (the "GTC").

#### 1. Object of the contract

In order to give the customers a possibility to take advantage of short-term market opportunities, GSA LLC offers its customers the possibility to buy short-term Storage Services (Injection, Withdrawal Capacities and/or Working gas volume) in UGS Haidach via short-term Storage Services auction (hereinafter referred to as the Auction) subject to the following conditions:

- the conclusion of the present Framework Agreement to define the rights and obligations of the Parties;
- an existence of the signed Storage Service Agreement between Customer and GSA at the time of the holding of the Auction.

GSA specifically points out that Auctions are limited to the allocation of Storage Capacity. Related issues, particularly transportation, if any, to and from the Delivery Point of UGS Haidach, the Network Interconnection Point USP Haidach, EIC Code: 21Z00000000125Z, shall have to be verified by the Storage Prospects separately, and shall have to be coordinated with the Neighbouring Network Operator.

#### 2. Term of contract

This Framework Agreement becomes effective on 1 April 2017, 06:00 (CET) and remains effective until 1 April 2018, 06:00 (CET).

### 3. Auction procedure

3.1. Information of the Customer by GSA regarding available capacities

Every day GSA checks the availability of Injection- and Withdrawal Capacity as well as the Working Gas volume for the next Gas Day and informs the Customer about available capacities via E-Mail by 09:30 (CET) (hereinafter referred to as the "Offer").

The available Storage Capacities shall be offered for auction in Unbundled Products as follows:

a) Working Gas Volume Unbundled Units 1000 m³/day each;

- b) Injection rate Unbundled Units 0,43 m<sup>3</sup>/hour each;
- c) Withdrawal rate Unbundled Units 0,43 m<sup>3</sup>/hour each.

In case the next Gas Day is a Saturday, Sunday or public holiday, the offer is valid until and including the next Working Day.

The Offer shall be communicated to the following representatives of the Customer:

First Name Family Name E-Mail

In case that no capacities can be offered, no notice will be sent to the Customer.

3.2. Submission of the bid by the Customer

The Customer may submit one or several bids (binding to the Customer) for the total offered capacity or parts of the offered capacity (in EUR per Unbundled Unit) until 11:00 (CET) of the Day of the receipt of the Offer.

The bid(s) shall be submitted to the following representatives of GSA:

### framework\_agreements2017@gsa-services.ru

Any submission of a bid by the Customer shall be considered as an offer to enter into a contract pursuant to § 145 German Civil Code, which is subject to an explicit acceptance of GSA pursuant to § 156 German Civil Code. GSA is under no obligation to enter into any contract and at any time may terminate the auction without any allocation of the Storage services by GSA.

The submitted bid is binding to the Customer and the Customer accepts that neither the price nor the requested quantity is negotiable.

The following persons are authorized to submit a legally binding bid via E-Mail to GSA:

First Name Family Name E-Mail Telephone

# 3.3. Allocation of the Storage services

The available capacities will be allocated to the customer that places the highest bid (in EUR per Unbundled Unit). If the highest bid does not cover the total available capacity, GSA will allocate the remaining capacity to the bidder with the second highest offer. This process will be repeated until the entire available capacity is allocated.

In case GSA receives several bids at the same tariff and the requested capacity at this tariff exceeds the available capacity, the requested capacity will be allocated pro rata.

GSA reserves the right not to consider bids below a certain minimum price.

GSA will inform the successful bidder(s) via E-Mail in order to confirm the allocated capacities by 12:00 (CET) of the Day of the receipt of the Offer. A separate written storage agreement will not be executed.

If the Customer does not receive any information by 12:00, the submitted bids have not been successful.

The Information regarding the successful allocation of capacities shall be sent to the following representatives of the Customer:

First Name Family Name E-Mail

3.4. Invoicing and Payment for the Storage Services.

For avoidance of doubt the present Clause 3.4 shall apply only for this Framework Agreement. For all other Storage Service Agreements the Article 24 of the GTC shall apply without any limitations and alterations subject to the written agreement of the Parties.

- 3.4.1. On or before the fifth (5th) Day of every Month GSA shall issue and the Parties shall sign a protocol for the amount of Storage Services provided under this Framework Agreement during the previous Month.
- 3.4.2. On the basis of the protocol mentioned in Article 3.4.1 above GSA shall invoice the Customer on or before the tenth (10th) Day of every Month following the Month in which the Storage Services were provided by transmitting by fax or email a copy of an invoice. In addition, the original of such invoice will be sent by mail.
- 3.4.3. In addition to the amount invoiced the GSA shall be entitled to include any other outstanding amounts in this invoice, in particular, any other amounts payable pursuant to the provisions of the Framework Agreement including Fee for Exceeding Storage Capacities, fees, charges, reimbursement, compensation for damage, subsequent charges, interest, accrued taxes, other fiscal charges and any other amounts payable.
- 3.4.4. Any fee related to the Exceeding Storage Account and Exceeding Storage Capacities and/or any reimbursement shall be invoiced to the Customer in the Month following the Month in which the Storage Services were provided in case the fee is

not charged within the following Month the Parties agree that said fee can be charged within following 6 (six) Months.

- 3.4.5. The Customer shall pay the invoiced amount by bank transfer to the bank account indicated in the invoice. The invoice shall be paid before the 25th Day of the Month following the Month in which the Storage Services were provided (the "Due Date"). However, the Customer shall not be obliged to pay earlier than five (5) Working Days after receipt of the invoice. An invoice shall be deemed received by the Customer upon receipt by e-mail or fax.
- 3.4.6. The amount invoiced shall be payable without any deductions except for obvious errors, irrespective of whether the total amount or part of it shall be disputable. In case the Provider (GSA) fails to submit to the Customer in good time the corresponding invoices, the Due Date for payment of such invoices for the Customer shall be postponed by the same number of Days the Provider was late in submitting such invoices. Should the Due Date not fall on a Working Day, payment shall fall due on the following Working Day. Unless otherwise agreed, payment shall be made in Euros. Any bank charges incurred shall be borne by the Customer.
- 3.4.7. The final reconciliation invoice shall be submitted by the end of each Storage Year, however not later than on termination of the Framework Agreement.
- 3.4.8. Should the Customer fail to make payment by the Due Date, the GSA shall be entitled starting from the Due Date to charge annual interest to the amount of five (5) percent above the currently valid 3-month EURIBOR rate adopted by the European Central Bank (<a href="http://www.ecb.europa.eu">http://www.ecb.europa.eu</a>) on the amount payable. The payment of interest shall be without prejudice to further claims of the Provider in case of a late payment.
- 3.4.9. An invoice shall be deemed approved of by the Customer if the Customer does not object with the GSA to such invoice within seven (7) Days of receipt. Objections made to an invoice do not entitle the Customer to extend the time for payment or to refuse payment or to reduce the amount payable of uncontested elements of the invoice amount. Justified objections shall entitle the Customer solely to claim reimbursement including interest to be made on the occasion of the next date of submission of invoice.
- 3.4.10. Payments shall be made into the bank account given on the invoice. However, GSA shall be entitled to change the bank account at any time provided that the Customer is notified of any such change accordingly. The value date of crediting the account given on the invoice shall be proof of compliance with the period set out in Article 3.4.5 hereof.

Storage Services shall be invoiced regardless of whether Customer makes use of the allocated capacities.

#### 4. Confidential Information

GSA will not publish any information regarding tariffs and/or quantities after the course of the Auction.

Contrary to the provisions of Article 31 of the GTC, the Parties are obliged not to disclose any information regarding this Agreement, Auctions, Auction results and allocations for an unlimited period of time.

#### 5. General Terms and Conditions

This Agreement forms an integral part of the GTC including its annexes (Annex 1 "Operating Agreement", Annex 2 "Storage Specification"). Definitions assigned in the GTC and not otherwise defined herein or unless the context requires otherwise, shall have the same meaning as in the GTC. In case of deviations and/or contradictions between the provisions of the Agreement and the provisions of the GTC the provisions of the Agreement shall prevail.

## 6. Signatures of the Parties

<u>GSA LLC</u>		<u>The Customer</u>		
place	date	place	date	
Name:		Name:		