

Annex: Balancing

to the general terms and conditions for access to the natural gas storage facilities operated by RWE Gas Storage West GmbH (RGSWest)

§ 1 Allocation of the assumed and delivered natural gas volumes

- (1) The natural gas volumes taken over hourly by RGSWest at the storage facility injection points for injection or provided hourly by RGSWest at the for withdrawal at the storage facility withdrawal points shall be allocated in accordance with the "allocated as nominated" procedure. For this purpose, the valid nominations made by the storage customer pursuant to the annex "Operation and Nomination" shall be transferred by RGSWest as injected and withdrawn natural gas volumes to the storage balance account. Invalid nominations shall be transferred at "zero" to the storage balance account.
- (2) The allocation shall be made on an hourly basis in units of kWh and m³.

§ 2 Storage balance accounts

- (1) RGSWest shall manage for each storage customer per storage facility a storage balance account. Each storage balance account shall be allocated a unique storage balance account number.
- (2) The storage customer shall be entitled to request in writing for each storage facility and storage contract additional storage balance accounts from RGSWest, with due regard to Paragraphs (3) and (4).
- (3) The setting up of a maximum of 9 further storage balance accounts requested pursuant to Paragraph (2) shall be made within 7 working days after the corresponding request.
- (4) The natural gas volumes nominated by the storage customer pursuant to § 1 Paragraph (1) shall be recorded in the storage balance account in kWh on an hourly basis. For this purpose, the storage customer must have allocated a separate shipper code to each storage balance account.
- (5) If the storage customer has agreed on day-ahead utilization, RGSWest shall open and manage a separate storage balance account for the storage facility utilization of day-ahead injection and day-ahead withdrawal capacity.
- (6) RGSWest shall provide the storage customer the storage balance accounts via the web portal of RGSWest. RGSWest shall set up for the storage customer upon request up to 20 access authorizations for the web portal.

§ 3 Performance of the allocation in storage balance accounts

- (1) Based on the nominations pursuant to § 1 Paragraph (1), RGSWest shall update the storage balance account in units of kWh and m³ hourly in the form of a time series and disclose them in the web portal.
- (2) No corrections of the time series shall be made in the unit kWh. Thus, the allocation in the unit kWh shall be definitive.
- (3) The time series in m³ shall be provided by converting the unit kWh into m³ based on the hourly measured calorific value (calorific value measured online). The hourly measured calorific value shall be a provisional calorific value. The time series in the unit m³ shall therefore be provisional.
- (4) Each month, RGSWest shall correct and update the provisional time series in the unit m³ in the web portal using the calorific value relevant for the settlement. The update shall be made at the latest prior to day m + 28 (WT). The day m shall be the final day of the calendar month for which the update is to be made. Within the period "m + 28 (WT)", RGSWest shall be entitled to several updates of the time series in the unit m³. The allocation in the unit m³ shall thus be definitive.
- (5) If further corrections of the time series in the unit m³ beyond Paragraph (5) are necessary by way of exception (e.g. for reasons in the law of weights and measures), RGSWest shall be entitled to perform corresponding corrections even after the deadline m + 28 (WT). RGSWest shall inform the storage customer in case of necessary corrections pursuant to Sentence 1 in writing concerning the type, scope, period and the reason for the correction, and shall undertake the correction after prior consultation about the timing of the correction with the relevant storage customer.

§ 4 Review of contracted capacity rights in case of several storage contracts

- (1) If the storage customer has concluded several storage contracts per storage facility and/or RGSWest processes several storage balance accounts per storage facility for the storage customer, the basis for the application of the provisions of the "Nomination Amount" and "Rejection or Reduction of the Nomination" pursuant to §§ 9 and 10 of the annex "Operation and Nomination" shall in principle be the aggregate of all capacity rights contracted in existing storage contracts per storage customer and per storage facility.
- (2) At variance with Paragraph (1), RGSWest shall separately apply §§ 9 and 10 of the annex "Operation and Nomination" to a particular storage contract if the following prerequisites apply:
 - The storage customer has sent a corresponding written request to RGSWest.
 - The storage customer has concluded several storage contracts.
 - The storage contract for which the separate application is to be implemented contains working gas volume.
 - Among the remaining storage contracts, at least one contract contains working gas volumes.

In this event, RGSWest shall set up and manage for each storage contract to be separately applied at least one separate storage balance account within seven (7) working days.

- (3) Provisions varying from Paragraphs (1) and (2) shall be possible after prior review and approval by RGSWest.
- (4) The filling level of the contracted working gas volume and the aggregate of all injected and/or withdrawn natural gas volumes allocated to the respective storage balance accounts shall be disclosed separately in the web portal.

§ 5 Allocation of contracted capacity rights

- (1) If one or more storage contracts exclusively contain capacity rights for the injection and/or withdrawal, these capacity rights must be allocated in consultation with the storage customer to an existing storage contract which already contains working gas volumes and for which at least one storage balance account is managed.
- (2) If one or more storage contracts contain exclusively rights on the provision of working gas volumes, these capacity rights must be allocated in consultation with the storage customer to an existing storage contract which already contains working gas volume and for which at least one storage balance account is managed.

§ 6 Term of storage balance accounts

- (1) RGSWest shall operate the storage balance accounts until the end date of the allocated storage contracts.
- (2) In the event of § 4 Paragraph (2), at least one storage balance account per separately operated contract must exist until the end of the storage contract.
- (3) If a follow-up contract is concluded immediately at the end of the storage contract, RGSWest shall further operate corresponding storage balance accounts, provided the storage customer notifies RGSWest of this at least 10 working days prior to the start of the contractual extension.
- (4) 18 months after the end of the allocated storage contracts, RGSWest shall deactivate the access authorizations for the storage balance accounts and delete the corresponding data.

§ 7 Transfer of natural gas volumes between storage balance accounts

- (1) The storage customers shall be entitled after a request to RGSWest to transfer natural gas volumes from one storage balance account to another storage balance account.
- (2) The request to transfer natural gas volumes between storage balance accounts must be submitted in writing to RGSWest at least 12 working days prior to the planned date of the transfer.

- (3) The transfer of natural gas volumes shall require the approval of RGSWest. The approval shall be provided subject to the following conditions:
- The transfer of the natural gas volumes must be made either from the requesting storage customer's own storage balance account or to the requesting storage customer's own storage balance account.
 - If the requesting storage customer does not transfer natural gas volumes between its own storage balance accounts, the written approvals of all affected storage customers shall be required.
 - Compliance with the requirements concerning the utilization of the provided working gas volume pursuant to the annex "Technical Framework Conditions" and compliance with the capacity rights of the affected storage contracts is warranted for the period of the request and for the period of the transfer.
 - The natural gas volumes must be transferred within the same storage facility.
- (4) The request to transfer natural gas volumes shall be reviewed by RGSWest within a period of 10 working days after RGSWest's receipt of the request. The result of the review shall be provided to the storage customer at the latest on the 11th working day in electronic form via e-mail.
- (5) The transfer of natural gas volumes between storage balance accounts shall be subject to fees. The value published in the Internet portal of RGSWest as of the transferal date shall apply to the fee amount. It shall be possible to transfer the natural gas volumes of a day-ahead storage balance account to a storage balance account free of charge once per quarter.

§ 8 Special rules for allocation and balancing of biogas

- (1) The storage customer shall be entitled pursuant to § 2 Paragraph (1) to request a special storage balance account for biogas ("biogas balancing account") in writing from RGSWest for the injection and withdrawal of biogas. RGSWest shall review the request within five working days after RGSWest's receipt of the request and notify of the storage customer of the result of the review.
- (2) The storage customer hereby agrees within the framework of the request pursuant to Paragraph (1) to inform RGSWest of the term of the biogas balancing account and the number of the biogas balancing group which is managed by the balancing group network operator and from which biogas is to be injected into the storage facility. The biogas balancing group must thereby be the balancing group relevant for the withdrawal of biogas in the network of the network operator upstream to the storage facility.
- (3) When opening the biogas balancing account by the system, RGSWest shall award a special shipper code for the biogas balancing account and notify such code to the storage customer and adjacent withdrawal and/or balancing group network operator.
- (4) The term for the set-up of the biogas balancing account shall amount to 15 working days from the date of the notification of the positive result of the review of the request.

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- (5) If the storage customer desires an extension of the notified term, the customer must inform RGSWest of this in writing at minimum 20 working days prior to the cessation of the term pursuant to Paragraph (2). Within the framework of the notice, the storage customer must communicate the term for the operation of the biogas balancing account and the number of the biogas balancing group. RGSWest shall review the requested extension of the biogas balancing account within five working days after RGSWest's receipt of the request and notify of the storage customer of the result of the review.
- (6) If necessary, within the framework of the extension of the notified term, RGSWest shall notify the storage customer and adjacent upstream network operator of a new special shipper code for the biogas balancing account.
- (7) At variance with § 7, no natural gas volumes may be transferred from a storage balance account to a biogas balancing account. This shall also apply to the transfer of natural gas volumes from a biogas balancing account to another biogas balancing account managed by another storage customer.
- (8) Unless stipulated otherwise in Paragraphs (1) to (7) above, all further provisions of this Annex shall apply accordingly.