

Annex: Credit Screening

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

RGSWest shall execute a credit screening which shall be based either on the storage customer or on the controlling company. If the storage customer wishes the credit screening to be based on the controlling company, the storage customer has to make proof of existing controlling agreement and / or profit and loss transfer agreement with its superior (group) companies.

§ 1 Input data requirement

The storage customer has to provide the following information:

- a. Annual Reports or Financial Statements for the last two reporting years (not older than reporting year 2017)
- b. Information about an external rating assessment - only rating information of the following rating agencies will be considered: Standard & Poor's (hereinafter S&P), Moody's, FITCH
- c. D&B credit information (excerpt must not be older than one month as from the "binding" offer)
- d. Creditreform credit information (excerpt must not be older than one month as from the "binding offer")

If the storage customer wishes to refer to the controlling company he is obliged to provide either one or both of the following additional information:

- a. Annual Reports or Financial Statements for the last two reporting years (not older than reporting year 2017) of the controlling company
- b. proof of existing profit and loss transfer agreements, and/or
- c. proof of existing controlling agreements
- d. Information about an external rating assessment of the controlling company - only rating information of the following rating agencies will be considered: Standard & Poor's (hereinafter S&P), Moody's, FITCH
- e. D&B credit information (excerpt must not be older than one month as from the "binding" offer) for the controlling company
- f. Creditreform credit information (excerpt must not be older than one month as from the "binding" offer) for the controlling company.

§ 2 Deadline

All information has to be provided no later than three working days after contract closure and can be handed in also in advance of the contract closure.

§ 3 Substitution of missing input data

- (1) If the storage customer does not provide any or only parts of the above mentioned rating information, RGSWest will use publicly available rating information for the assessment process.
- (2) If such publicly available rating information is not or partly not available, this may deteriorate the creditworthiness of the storage customer.

§ 4 Changes in pecuniary circumstances

The storage customer shall be obliged to notify RGSWest about all relevant events having a substantial influence on the creditworthiness of the storage customer, in particular about the following changes:

- a) Dissolution or termination of existing profit and loss transfer or controlling agreements
- b) severe negative changes in the financial standing of the storage customer and/or the controlling company in case of an existing profit and loss transfer or controlling agreement.

§ 5 Security deposit

- (1) RGSWest shall be entitled to demand securities up to a maximum amount of three average monthly fix fees of the respective Storage Contract. The security deposit shall be made available within five (5) working days after the receipt of the security deposit request of RGSWest.
- (2) The following kinds of security deposit are accepted by RGSWest:
 - an unconditional, irrevocable surety of a bank according to which the bank is liable as principal (*selbstschuldnerische Bürgschaft*) having an external long-term rating of at least A- (S&P) or equivalent according to the mapping table (rating agencies: Moody's or FITCH) and having its headquarters within the European Union. The surety shall include the waiver of the defences of failure to pursue legal remedies, voidability and set-off unless undisputed claims or claims confirmed by final and binding judgement are affected. The surety may be issued unlimited or limited in time. In latter case it shall at least be valid until two months after the end date of the Storage Contract. No additional credit screening will be completed for the bank.
 - Other sureties: the provider of the surety shall have an external long-term rating at least A- (S&P or Fitch) or A3 (Moody's). An additional credit screening will be carried out for the surety provider.

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- (3) In case the storage customer exceeds the term according to Paragraph 13 (5) of the Terms and Conditions after having already received one reminder by RGSWest and the term of payment within the reminder has gone by without success, RGSWest shall be entitled to use the surety to the extent necessary to recover all indebtedness.
- (4) Subject to the provision of Paragraph (3) RGSWest is obliged to return the security deposit to the storage customer at the end of the Storage Contract without undue delay.
- (5) RGSWest reserves the right to review the creditworthiness during the contract period on a regular, semi-annual basis.
- (6) The Storage Customer is entitled to provide a security deposit at any time.
- (7) In case the storage customer provided a security deposit in advance of the contract closure in order to extend its credit limits but its Offer(s) have not or only partially been awarded to the storage customer by RGSWest, RGSWest shall be obliged to return the redundant security deposit to the respective storage customer without undue delay.