



Storage contract

for the Epe H₂ hydrogen storage facility

dated DD/MM/YYYY

between

RWE Gas Storage West GmbH
RWE Platz 4
45141 Essen
Germany

- hereinafter referred to as 'RGSW'

and

(name of the customer)
(address)
(city)
(country)

- hereinafter referred to as 'Storage Customer' and

RGSW and storage customer hereinafter referred to as 'Contractual Partners'

(1) Subject matter of the storage contract

With this storage contract, the Contractual Partners agree on the essential contractual terms and conditions for storage booking and storage utilisation on the basis of the following contractual documents:

- Bid accepted by RGSW in the RGSW tender procedure (June 2025) (Annex 1)
- RWE Gas Storage West GmbH's General Terms and Conditions for Access to the Hydrogen Storage Facilities Operated by RGSW (16 June 2025) ('General Terms and Conditions') together with the annexes pursuant to Section 30 of the General Terms and Conditions (Annex 2)
- Tender conditions for the marketing of storage capacities of the Epe H₂ hydrogen storage facility of RWE Gas Storage West GmbH (June 2025) ('Tender Conditions') (Annex 3)

In the event of any discrepancies and/or contradictions between the provisions of this storage contract and its essential components, the provisions of this storage contract shall take precedence.

(2) Contracted storage capacities

The storage capacities contracted in the Epe H₂ hydrogen storage facility in accordance with the bid of the bidder pursuant to Annex 1 consist of a defined *storage bundle* multiplied by the number of the booked *storage bundles*.

The defined *storage bundle* is composed as follows:

Storage bundle – hydrogen storage facility Epe H ₂	Storage capacities per bundle*
Maximum maintained <i>working gas volume</i> on a firm basis in Nm ³ /storage bundle	3,800,000
<i>Withdrawal capacity</i> maintained on a firm basis in Nm ³ /h/storage bundle	5,000
<i>Injection capacity</i> maintained on a firm basis in Nm ³ /h/storage bundle	5,000

Table 1: Maintained storage capacities per storage bundle

*Explanatory note: In kWh, this corresponds to around 13,452 MWh *working gas volume*, around 17,700 kWh/h *withdrawal capacity* on a firm basis and around 17,700 kWh/h *injection capacity* on a firm basis (with an assumed calorific value of 3.54 kWh/m³).

Number of contracted *storage bundles*: as per bid pursuant to Annex 1

(3) Adjustment of the *working gas volume*

Due to the convergence of the Epe H₂ hydrogen storage facility the maximum maintained *working gas volume* pursuant to Table 1 will be adjusted per *storage bundle* for the calendar years 2029–2037 as follows:

Year	2028	2029	2030	2031	2032
<i>working gas volume</i> in Mio. Nm ³	3.800	3.743	3.687	3.632	3.578
Year	2033	2034	2035	2036	2037
<i>working gas volume</i> in Mio. Nm ³	3.524	3.471	3.419	3.368	3.317

Table 2: Expected working gas volume maintained in the years 2028-2036 per storage bundle

Table 2 shows the maximum maintained *working gas volume* per *storage bundle* expected at the time of conclusion of this contract, taking into account the expected convergence of the Epe H₂ storage facility. If the actual convergence of the Epe H₂ storage facility results in changes to the expected maintained working gas volume as shown in Table 2, RGSW shall notify the storage customer of this before the beginning of the respective calendar year in the form of an adjusted maintained *working gas volume*. When determining the adjusted maximum maintained *working gas volume*, the actual convergence of the Epe H₂ storage facility shall be based on the share of the contracted storage customer's *working gas volume* in the total *working gas volume* technically available in the Epe H₂ storage facility.

An adjustment of the maximum maintained *working gas volume* due to convergence shall have no effect on the annual fixed storage fee to be paid by the storage customer pursuant to Section (3) c.

(4) Storage fee

Both a fixed and a variable storage fee shall be payable in accordance with 'Annex Fees', and Section 8 of the General Terms and Conditions.

a. Fixed storage fee:

First year of the booking (2028)

The fixed storage fee in the first year of the booking corresponds to the bid (pursuant to Annex 1) submitted by the storage customer in the RGSW tendering process and accepted by RGSW.

Price adjustment and price update from the second year of booking (from 2029 onwards)

The fixed storage fee set for the first year of the booking shall be adjusted on 1 January of each calendar year, but for the first time for the calendar year 2029, according to the following formula:

$P = P_0 (0.9 + 0.1 \cdot L/L_0)$, whereas:

P	=	The new fixed storage fee applicable from the respective adjustment date
P_0	=	The fixed storage fee for the first year of booking in accordance with Annex 1.
L	=	Index of collectively agreed hourly wages for energy supply (combined), based on the annual average value of the calendar year two years prior to the adjustment date, as published in the monthly publications of the Federal Statistical Office, Wiesbaden, in Subject Series 16 (<i>Fachserie 16</i>), Series 4.3 (<i>Reihe 4.3</i>), Wages and Salaries (Index of Earnings and Working Hours), under 2 Index of monthly earnings under collective agreements in the overall economy (2.1. Germany). (e.g. in 2029 the published value of 2027)
L_0	=	The base value for L (value of the year 2026)
		If the above-mentioned index is replaced, significantly changed or no longer published, it shall be substituted by the replacing index of the Federal Statistical Office or an index that is as economically equivalent as possible to the original index.

Table 3: Regulations on the price adjustment formula

b. Variable storage fee:

The variable storage fee payable by the storage customer covers the costs of operating electricity for the operation of the injection and withdrawal facilities, costs for operating gases, and maintenance and servicing costs.

The variable storage fee for the hydrogen stored by the storage customer is calculated on a monthly basis according to the following formula:

First year of the booking (2028)

Monthly variable storage fee 2028 [€/month] =

Pv_0 [€/MWh] x hydrogen injected [MWhH₂/month]

Pv_0 = 17.50 [€/MWh]

Price adjustment and price update from the second year of booking (from 2029 onwards)

Monthly variable storage fee 2029 - 2037 [€/month] =

Pv [€/MWh] x hydrogen injected [MWhH₂/month]

Pv = adjusted Pv_0 [€/MWh] on the basis of the following regulation

From 2029 onwards, RGSW will adjust the variable storage fee by means of unilateral determination of performance in the exercise of reasonable discretion. In the case of unilateral determination of performance by RGSW, only changes in costs that are relevant for the determination of the fees shall be taken into account. When determining the fee, RGSW is obliged to take into account cost increases under the recognition of opposing cost reductions and to offset cost increases and cost reductions. In doing so, RGSW may also take future cost developments into account on the basis of forecasts at its reasonable discretion. If the fee calculation results in a fee increase, RGSW is entitled to implement a fee change; if it results in a fee reduction, RGSW is obliged to implement a fee change. In the case of cost reductions, RGSW may not apply standards that are less favourable to the storage customer than in the case of cost increases. In particular, RGSW may not pass on cost reductions later than cost increases. The storage customer may have the fairness of the fee change reviewed by a civil court.

Changes to fees shall take effect on the first of a month and only after immediate notification in writing to the storage customer, which must be made at least one month before the intended change.

(5) *Booking period:*

Start: 01.01.2028, 06:00 (CET)

End: 01.01.2038, 06:00 (CET)

(6) Additional product features

a. Injection curve

An Injection curve in accordance with § 1 (2) Annex Technical Framework Conditions to the General Terms and Conditions is not applicable.

b. Withdrawal curve

A withdrawal curve in accordance with § 1 (3) Annex Technical Framework Conditions to the General Terms and Conditions is not applicable.

c. Requirements for the employment of the *working gas volume*

Requirements for the employment of the working gas volume in accordance with Section 4 of the Annex Technical Framework Conditions to the General Terms and Conditions are not applicable.

(7) Data protection

Insofar as personal data is provided in connection with this contract, the parties shall process this personal data exclusively in the context of the provision of the contractually agreed services and in accordance with the applicable data protection laws as amended from time to time, including, but not limited to, the General Data Protection Regulation (GDPR), and the applicable national data protection laws and requirements. Furthermore, RGSW shall not process personal data of the storage customer for its own purposes.

The parties shall be authorised to process the contact and contractual data arising in connection with the contractual relationship in accordance with the applicable data protection law as amended from time to time. Notwithstanding further rights, RGSW may in any case be authorised to pass on such personal data - to the extent necessary in connection with the contractual relationship and its implementation - to companies and subcontractors directly or indirectly affiliated with RWE AG within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). Affiliated companies are legally independent companies which, in relation to each other, are majority-owned companies and companies in which a majority interest is held, dependent and controlling companies, group companies, reciprocally involved companies or parties to an inter-company agreement.



The storage customer acknowledges the 'Data Protection Information for Business Partners and External Company Employees' <https://www.rwe.com/-/media/RWE/documents/lieferantenportal/liefer-und-leistungsbedingungen-rwe-renewables/rwe-renewables-data-protection-information-business-partners-external-employees.pdf> and informs its vicarious agents if their personal data is processed by RGSW in connection with the service to be provided.

The parties shall take appropriate technical and organisational measures to protect the personal data received from the other party against access by unauthorised third parties. The parties shall inform each other immediately in the event of suspected data breaches and other irregularities in the processing of the other party's personal data.

(8) Appendices

The essential components of this storage contract are attached as appendices:

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| Annex 1: | Bid accepted by RGSW in the RGSW tender procedure (June 2025) |
| Annex 2: | RWE Gas Storage West GmbH's General Terms and Conditions for Access to the Hydrogen Storage Facilities Operated by RGSW (16 June 2025) ('General Terms and Conditions') together with the annexes pursuant to Section 30 of the General Terms and Conditions |
| Annex 3: | Tender conditions for the marketing of storage capacities at the Epe H ₂ storage facility of RWE Gas Storage West GmbH (June 2025) |