PLEASE NOTE: The following pages contain an English translation of the General Terms and Conditions, which is for information purposes only and has no legal relevance. Furthermore, no translated document shall be used for interpretating the German General Terms and Conditions and its appendices. Only the German version of the General Terms and Conditions shall be relevant for legal purposes.

General Terms and Conditions for Entry/Exit Contracts Governing the Transportation of Hydrogen in the GET H2 Network of Multiple Network Operators

issued by

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Preamble

These general terms and conditions are intended to facilitate the transportation of hydrogen in the GET H2 hydrogen network operated by multiple hydrogen network operators. At the time of their first publication in October 2024, there were neither common contractual standards for access to hydrogen networks in accordance with Section 28n of the German Energy Industry Act (EnWG) nor content specifications from the Federal Network Agency. The operators of the GET H2 hydrogen network assume that hydrogen transportation in the future hydrogen network will be carried out on the basis of common contractual standards of the operators of hydrogen networks put out to consultation and agreed with the market and specifications of the Federal Network Agency, and that these will therefore apply to the GET H2 hydrogen network in the future.

Section 1 Terms and definitions

(1) Exit point

A point within the GET H2 hydrogen network where hydrogen can be withdrawn by a shipper from a hydrogen network operator's network to supply end consumers, for injection into storage, or for transfer at national borders.

(2) Exit contract

A contract between the exit hydrogen network operator and a shipper regarding the rights and obligations relating to network access, including the booked capacity at the exit point and the fees to be paid.

(3) Exit hydrogen network operator

Hydrogen network operator with whom the shipper concludes an exit contract for the GET H2 hydrogen network.

(4) Balancing group manager

A natural or legal person who has concluded a balancing group contract with the hydrogen network operators or a third party appointed by them.

(5) Entry point

A point within the GET H2 hydrogen network where a shipper can transfer hydrogen into the hydrogen network operator's network from national borders, domestic production facilities or storage facilities.

(6) Entry contract

A contract between an entry hydrogen network operator and a shipper regarding the rights and obligations relating to network access, including the booked capacity at the entry point and the fees to be paid.

(7) Entry hydrogen network operator

Hydrogen network operator with whom the shipper concludes an entry contract for the GET H2 hydrogen network.

(8) Flexibility framework

The maximum deviation between the input of hydrogen quantities and the offtake of hydrogen quantities under the balancing group contract that is permitted in a given balancing group in a defined time unit and cumulatively.

(9) Gas day

Period of time commencing at 06:00 hours on any calendar day and ending at 06:00 hours on the immediately following calendar day.

(10) Gas year

Period of time commencing on 1 October of a given calendar year at 06:00 hours and ending on 1 October of the immediately following calendar year at 06:00 hours.

(11) Capacity

Maximum hourly flow rate at the entry point or exit point, expressed in kWh/h.

(12) Month M

Month M is the delivery month. The delivery month corresponds to the period from day 1, 06:00 hours of the delivery month until day 1, 06:00 hours of the immediately following month.

(13) RLM

Recording load profile measurement

(14) System status

The system status shows the network status of the GET H2 hydrogen network for a given hour. If it is not balanced, the system status is either "oversupplied" or "undersupplied" and is divided into the states "slightly", "severely" or "critically". The system status is published on the hydrogen market area manager's website.

(15) Day D

Day D is the delivery day, which commences at 06:00 hours of a given day and ends on the immediately following day at 06:00 hours.

(16) Prevention

Complete physical interruption of the gas flow for an entry or exit point by closing the respective shut-off valve.

(17) Hydrogen market area manager

The specific natural or legal person which has been commissioned by the hydrogen network operators to perform tasks and which provides services in the GET H2 hydrogen network that are to be provided by a person in order to realise efficient processing of gas network access.

(18) Hydrogen quantity

The hydrogen quantity is the energy contained in the hydrogen share of the hydrogen delivered or accepted, unless otherwise specified in DVGW Code of Practice G 685.

(19) Hydrogen network operator

The entry hydrogen network operator and/or exit hydrogen network operator.

(20) GET H2 hydrogen network

Includes the bookable entry and exit points published by the hydrogen network operators for the GET H2 hydrogen network of multiple hydrogen network operators.

(21) Business days

Business days, with reference to deadlines, shall include all days except Saturdays, Sundays and public holidays. Any day recognised as a public holiday in any German Federal State shall be deemed to be a public holiday. 24 and 31 December shall always be deemed to be public holidays.

(22) Time format

For all time indications, the official German time (Central European Time or Central European Summer Time (CET/CEST)) shall apply.

Section 2 Subject matter of the entry contract

(1) Upon the conclusion of an entry contract, the entry hydrogen network operator shall be obligated to make available the booked capacity at the respective entry points of its network for the shipper in accordance with the entry contract.

(2) The shipper shall be obligated to provide the hydrogen quantity to be shipped in accordance with the terms of Section 6 at the booked entry point and deliver it to the entry hydrogen network operator. The entry hydrogen network operator shall be obligated to take delivery from the shipper of the hydrogen quantity made available in accordance with sentence 1.

(3) It is not necessary to ensure the physical identity of the hydrogen. Hydrogen quantities may be provided and taken off together with other hydrogen quantities in a commingled stream.

Section 3 Subject matter of the exit contract

(1) Upon the conclusion of an exit contract, the exit hydrogen network operator shall be obligated to make available the booked capacity at the respective exit points of its network for the shipper in accordance with the exit contract.

(2) The exit hydrogen network operator shall be obligated to deliver to the shipper at the exit point the hydrogen quantities to be shipped in accordance with the terms of Section 6 hereinbelow. The shipper shall be obliged to take delivery from the exit network operator of said hydrogen quantity at the exit point.

(3) It is not necessary to ensure the physical identity of the hydrogen. Hydrogen quantities may be received or provided together with other hydrogen quantities in a commingled stream.

Section 4 Capacity product

(1) Firm, freely allocable capacities ("FZK") in the GET H2 hydrogen network allow shippers to use booked entry and exit capacities without specifying a particular transport path on a firm basis in accordance with the flexibility framework granted. The entry capacity authorises the shipper to make hydrogen quantities available at the booked entry point for exit at any booked exit point or for transfer at the virtual trading point in accordance with the flexibility framework granted. The exit capacity authorises the shipper to withdraw at the booked exit point the hydrogen quantities provided at any booked entry point or received at the virtual trading point, in accordance with the flexibility framework granted.

(2) Exit points to end consumers and entry points from production facilities can only be booked by one shipper at a time for the same period.

(3) Each time the GET H2 hydrogen network is expanded or merged with other hydrogen networks, in particular during the establishment of the nationwide hydrogen network, the hydrogen network operators will examine together with the network operators to be added whether the FZK booked by the shipper can also be provided after the expansion or merger with regard to the then larger hydrogen network without significant technical or economic efforts or expenses for the hydrogen network operators. If said examination shows that the booked FZK can be fully or partially provided in the expanded hydrogen network without significant technical or economic efforts or expenses for the hydrogen network operators, the hydrogen network operators will offer the shippers a conversion of the booked FZK into firm, freely allocable capacity in the expanded hydrogen network on a non-discriminatory basis under the regulations applicable to the expanded hydrogen network with a notice period of two (2) months. If the examination shows that a conversion is not possible or not possible in full, or if the shipper does not accept conversion within the aforementioned period, the hydrogen network operators will ensure the use of the booked FZK in the GET H2 hydrogen network and endeavour to enable interruptible access to the virtual trading point in the expanded hydrogen network, insofar as this is possible for them under the statutory and regulatory requirements and the obligation to cooperate as stipulated in Section 28n EnWG. If it is not possible to use the booked FZK in the GET H2 hydrogen network in accordance with the above sentence, the shipper shall be entitled to terminate the contract in writing either in full or in part according to the amount of the capacity booking with a notice period of three (3) months to the date of conversion.

(4) The gas day shall apply to the start and end of the capacity products.

Section 5 General requirements for entries and exits and inclusion of entry and exit points in balancing groups

(1) The shipper may feed hydrogen into, or offtake hydrogen from, the system if a balancing group is in place, the booked entry or exit point has been included in such a balancing group or balancing subgroup in accordance with subsections (2) to (5) and, if nomination requirements apply under Section 6, the entry or exit hydrogen quantity has been nominated and, if flow profile notices have to be submitted under Section 6, a flow profile notice has been submitted.

(2) The shipper may include an entry or exit point in several balancing groups and/or balancing subgroups. In such case the shipper shall notify the hydrogen network

operator of the capacity quantities it has included in the respective balancing group and/or balancing subgroup at that point. Exit points to end consumers and entry points from production facilities can only be included in one balancing group.

(3) Capacities must be submitted by day D-5 business days at the latest. Capacities can be included via the hydrogen network operator's system set up for handling network access. If the hydrogen network operator does not offer such a system, the capacity inclusion shall be arranged by e-mail.

(4) To make inclusion possible, the shipper shall provide the hydrogen network operator with the selectable balancing group or balancing subgroup numbers once only, no later than 12:00 noon on the last business day prior to the inclusion in accordance with subsection (3).

(5) The shipper shall warrant that it has been authorised by the balancing group manager to include on behalf of the balancing group manager entry or exit points in a balancing group or a balancing subgroup. If the shipper itself is not the balancing group manager, the hydrogen network operator reserves the right to require the shipper to submit a power of attorney documenting such authorisation in justified individual instances. The shipper shall indemnify the hydrogen network operator against liability claims by third parties resulting from the fact that the promised powers of attorney of the balancing group manager are not actually available or are not legally effective.

Section 6 Nominations and flow profile notices

(1) The shipper shall nominate and, if necessary, renominate to the entry hydrogen network operator the entry quantities to be transferred at each of the entry points at cross-border interconnection points or storage facilities included in the shipper's balancing group. For the entry points from production facilities assigned to its balancing group, it shall notify the hydrogen network operator of the expected entry quantities in the form of a flow profile notice, and adjust said flow profile notice immediately in the event of new findings ("adjustment of flow profile notice"):

(2) The shipper is obliged to nominate and, if necessary, renominate to the exit hydrogen network operator the exit quantities to be offtaken at each of the exit points assigned to its balancing group at cross-border interconnection points or at storage facilities. For exit points to end consumers assigned to its balancing group, it shall notify the hydrogen network operator of the expected exit quantities in the form of a flow profile notice and adjust said flow profile notice immediately in the event of new findings ("adjustment of flow profile notice").

(3) All provisions applicable to nominations and flow profile notices shall also apply to renominations and adjustments to flow profile notices, unless expressly stipulated otherwise.

(4) Nominations and flow profile notices shall always be submitted at least one gas day in advance by D-1, 22:00 hours. Renominations and adjustments to flow profile notices can be submitted at any time. Nominations and flow profile notices as well as renominations and adjustments to flow profile notices shall become effective upon receipt by the hydrogen network operator, subject to the following lead times, on the hour specified by the shipper:

(a) for nominations and renominations, at least two (2) hours, and

(b) for flow profile notices and adjustments to flow profile notices, at least one (1) hour.

(5) The shipper may authorise a third party (e.g. the balancing group manager) to make nominations and submit flow profile notices. This third party shall make nominations and submit notices to the hydrogen network operator on behalf of the relevant shipper. The balancing group manager shall be authorised to submit combined nominations and combined flow profile notices for several shippers in the event that the shippers have designated the same balancing group for the inclusion of their entry or exit points. If the balancing group manager does not submit a combined nomination or a combined flow profile notice as described above, or a shipper submits a nomination or flow profile notice directly, the capacities concerned shall be included in balancing subgroups.

(6) For the operational processing of transport nominations and in the event of an amendment of the allocation rules resulting in a nomination requirement, the initial setup of communication processes between the entry hydrogen network operator, exit hydrogen network operator or infrastructure plant operators and shippers or the shipper's third-party contractor, if nomination is required at entry and exit points, is required, with an implementation period of a maximum of ten (10) business days. This requirement shall also apply to flow profile notices. Sentence 1 shall apply accordingly to the initial establishment of the communication processes for the flow profile notice.

(7) The provisions of Annex 1 "Process for nomination/flow profile notification and matching for the GET H2 hydrogen network" apply to nominations. The provisions in sentence 1 may be deviated from if the adjacent network operator does not apply the provisions of Annex 1 at cross-border interconnection points, or if the storage operator does not apply the provisions of Annex 1 at points to storage facilities. The provisions for nominations pursuant to sentence 1 shall apply accordingly to flow profile notices with the proviso that the shipper must comply with any lead times or ramps agreed individually between the hydrogen network operator and the network connection customer or network connection user.

(8) The hydrogen network operators will plan network operation primarily on the basis of nominations and flow profile notices. In order to allow reliable planning, especially with a view to ensuring safe network operation, hydrogen network operators will require nominations and flow profile notices containing the planned hourly time series for the entire day with as much foresight as possible. The shipper is therefore obliged to ensure that it or the third party it has commissioned submits each nomination and each flow profile notice with foresight and with the greatest possible care from a gas industry perspective. Behaviour that is detrimental to the network and violates this obligation shall be deemed to exist in particular in the event of systematic, erratic renominations and adjustments to flow profile notices that are implausible for the hydrogen network operator. A breach of duty will be presumed if the shipper cannot prove in accordance with the following provision that the nomination or flow profile notification behaviour was necessary from a gas industry perspective.

In the event of such nomination or flow profile notification behaviour, the shipper shall, at the request of the hydrogen network operator, prove to the latter within ten (10) business days by means of suitable documents that the nomination or flow profile notification behaviour was both comprehensible and justified from a gas industry perspective. The foregoing shall apply in particular in the following cases:

(a) Direct delivery is made to RLM exit points that show a change in the predicted offtake that matches the nomination or flow profile notification behaviour at the exit point (and any corresponding entry nominations or quantity notifications).

(b) The relevant nominations or flow profile notices are based on a corresponding trading transaction.

(c) The relevant nominations or flow profile notices for entries and exits are based on a suitable entry forecast or change in the entry forecast, or a corresponding request from an operator of a storage facility connected to the GET H2 hydrogen network or from the hydrogen network operator. Changes to the entry forecast can become necessary, for example, following a change to the originally expected electricity offtake due to a change in the generation profile of the power plant or due to restrictions on the electricity grid based on the requirements of the electricity market and the associated change in the expected hydrogen production.

(d) Disruptions in the operation of the production facilities or plants of the end consumer require an abrupt change of the flow profile notices or corresponding nominations and/or flow profile notices.

Contractual details of trading transactions, for example, can be submitted as evidence of the reason for and necessity of the nominations and flow profile notices made. The evidence can also be provided by the authorised third party.

(9) If the evidence required in accordance with subsection (8) is not provided or not provided in full, the hydrogen network operator shall be entitled to impose a contractual penalty for each case of non-compliance, excluding the defence of continuation of the offence. The amount of the contractual penalty shall be calculated by multiplying the difference between the maximum and minimum (re-)nomination in kWh/h for the relevant gas day or between the maximum and minimum flow profile notice and adjustment of the flow profile notice in kWh/h for the relevant gas day by the price shown in the price sheet for this contractual penalty.

(10) Moreover, in the event of a breach of the obligation pursuant to subsection (8), the shipper shall be liable in accordance with Section 30 for damages caused by its non-compliant nomination or flow profile notification behaviour. Implausible renominations or adjustments to the flow profile notice may in particular result in damage due to costs resulting from supply interruptions caused by limited grid stability.

(11) Any contractual penalty to be paid shall be offset against any damages to be paid.

Section 7 Matching of the nominations

(1) The nominating party shall ensure that it submits nominations for the entry and exit points of the balancing group which require nominations to the relevant network or storage system operator.

(2) The hydrogen network operator shall carry out a matching exercise with the adjacent network or storage operator at all points requiring nomination and shall match all nominations received with the adjacent network or storage operator concerned, taking into account the lesser rule in accordance with the provisions of Annex 1 "Process for nomination/flow profile notification and matching for the GET H2 hydrogen network". The hydrogen network operator may choose not to apply the provisions in sentence 1

hereinabove if the adjacent network operator does not apply the provisions of Annex 1 at cross-border interconnection points, or if the storage operator does not apply the provisions of Annex 1 at points connecting to storage facilities.

Section 8 Operational processing of nominations and flow profile notices

(1) The hydrogen network operator and the party submitting nominations and/or flow profile notices undertake to be available for twenty-four (24) hours on each gas day. Availability shall be ensured both by telephone, using just one phone number, and by e-mail. Furthermore, the parties submitting nominations and/or flow profile notices and the hydrogen network operator shall at all times be able to receive, to send and to process the data required for processing nominations.

(2) Data exchange for nominations and flow profile notices shall be carried out in a standardised, machine-readable and agreed format as an hourly time series of integer values in the unit kWh/h on an hourly basis. Any deviating procedures shall require the consent of the hydrogen network operator. For the exchange of all data and messages required for the processing of nominations and flow profile notices, the hydrogen network operator and the nominating party and/or the party submitting flow profile notices shall agree on the standard nomination or standard flow profile notification channel based on the EDIG@S data format via an AS 4 connection. If the communication channel according to sentence 3 hereinabove is not available, data exchange for nominations and flow profile notices shall take place via an alternative communication channel specified by the hydrogen network operator.

(3) The nominating party and/or party submitting flow profile notices shall inform the hydrogen network operator without delay of any obstacles affecting the establishment or use of interfaces as set out in Sections 60 to 8 concerning the mutual interaction and procedures.

(4) The data formats specified for natural gas in accordance with EDIG@S shall apply to nominations and flow profile notices. The nominating party shall ensure that congruent nominations for all points requiring nomination are made to the parties affected by the nomination process. Nominations and flow profile notices shall be submitted on time. Only the nomination and flow profile notice values confirmed by the hydrogen network operator are applicable.

(5) The hydrogen network operator will reject the nomination or flow profile notice if it is incomplete or if a contractual condition has not been met. If the amount of the nomination or flow profile notice exceeds the amount of capacity included in the balancing group or balancing subgroup, the hydrogen network operator shall limit the nomination or flow profile notice to said amount. In this case, the nomination or flow profile notice limited in this way shall be deemed to have been submitted by the shipper. Section 17 (4) shall also apply accordingly to the limited nomination and flow profile notice.

Section 9 Communication test

(1) The hydrogen network operator shall carry out a communication test with the party submitting nominations and flow profile notices. As part of the communication test, the hydrogen network operator will check whether the shipper or the third party commissioned by the shipper is able to send messages and notifications relating to the processing of the contracts to the hydrogen network operator via the agreed channels

and in the agreed data formats and whether it is able to receive such messages and notices from the hydrogen network operator. The hydrogen network operator shall inform the shipper of the specific requirements for the communication test. The shipper or the third party commissioned by the shipper shall notify the hydrogen network operator in good time of any changes regarding compliance with the communication requirements.

(2) The hydrogen network operator has the right to repeat a communication test at any time during the term of the relevant entry and exit contract.

(3) As long as the party submitting nominations and/or flow profile notices fails the communication test based on the criteria defined by the hydrogen network operator for reasons for which it is responsible, the hydrogen network operator may set to zero (0) all nominations or flow profile notices submitted by that party for the subsequent gas days after the failure of the communication test according to a standardised procedure of the respective hydrogen network operator.

Section 10 Technical requirements

(1) The shipper shall ensure that the hydrogen fed in at the entry point conforms at all times to at least one quality of the 5th Gas Family, Group A in accordance with DVGW Code of Practice G 260 as amended. The exit hydrogen network operator shall ensure that the hydrogen withdrawn at the exit point conforms at all times to at least one quality of the 5th Gas Family, Group A in accordance with DVGW Code of Practice G 260 as amended.

(2) The shipper shall ensure that the hydrogen fed in at the entry point is supplied at a pressure equal to at least the minimum delivery transfer pressure (OPmin) agreed in the entry contract while not exceeding the maximum operating pressure (MOP). The entry hydrogen network operator is authorised to increase the MOP up to the design pressure (DP). The exit hydrogen network operator shall ensure that the hydrogen delivered at the exit point is made available at the OPmin agreed in the exit contract, without exceeding the MOP. The exit hydrogen network operator is authorised to increase the MOP up to the DP.

(3) The shipper shall ensure that the hydrogen fed in at the entry point is supplied at a temperature equal to at least the minimum temperature (Tmin) agreed in the entry contract while not exceeding the maximum allowable temperature (Tmax). The exit hydrogen network operator shall ensure that the hydrogen delivered at the exit point is made available at the Tmin agreed in the exit contract, without exceeding Tmax.

(4) The hydrogen network operator shall notify shippers in text form as promptly as possible given the circumstances of any changes in technical requirements which may be necessary as a result of statutes or official regulations or changes to the DVGW's technical rules. The hydrogen network operator shall amend the contract affected by the change with effect from the date on which the DVGW's specifications or technical rules pursuant to sentence 1 become effective. If a change of technical requirements is necessary to meet the cooperation obligations of hydrogen grid operators provided for by law or ordinance, the hydrogen network operator shall be entitled to amend the relevant contract affected within four (4) months after notifying the shipper thereof in text form. A change to the technical requirements pursuant to sentence 3 may become necessary in particular if the hydrogen network operator, with due consideration for Section 28j (4) EnWG, enters into agreements with other hydrogen network operators on the gas quality at a network interconnection point between these hydrogen network

operators and if this gas quality differs from the gas quality previously applicable pursuant to subsection (1) without failing to comply with the requirements pursuant to subsection (1). If the contractual changes referred to in sentences 1 and 3 have an adverse effect on the shipper's use of capacity, the shipper shall have the right to terminate the contract in question as of the effective date of the change with three (3) months' notice. If the hydrogen network operator provides notice, in accordance with sentence 1, less than four (4) months in advance of the effective date of the change, the shipper shall be entitled to terminate the contract in question without notice as of the effective date of the change.

(5) Notwithstanding subsection (4) sentence 3, the hydrogen network operator shall be entitled to change the gas quality or pressure specification without the shipper's consent by giving advance notice of three (3) years before the start of the conversion period. The hydrogen network operator shall inform the shipper of this in text form as early as possible under the given circumstances. The shipper shall be entitled to terminate the contract with a notice period of four (4) months after receipt of the above information as of the effective date of the change in the gas quality or pressure specification. Section 37 (3) sentences 6 to 8 shall apply accordingly.

Section 11 Non-compliance with gas quality, pressure or temperature requirements

(1) If the hydrogen supplied by the shipper at the entry point does not meet the technical specifications in terms of quality, pressure or temperature as specified in the entry contract (hereinafter referred to as "off-spec gas"), the hydrogen network operator shall be entitled to refuse acceptance of the off-spec gas in whole or in part. In any such case, the shipper shall immediately reduce the supply of off-spec gas at that entry point accordingly. The foregoing shall be without prejudice to the entry hydrogen network operator's rights towards the shipper.

(2) If the hydrogen supplied by the exit hydrogen network operator at the exit point does not meet the technical specifications in terms of quality, pressure or temperature as specified in the exit contract (hereinafter referred to as "off-spec gas"), the shipper shall be entitled to refuse acceptance of the off-spec gas in whole or in part. In any such case, the exit hydrogen network operator shall immediately reduce the supply of off-spec gas at that exit point accordingly. The foregoing shall be without prejudice to the shipper's rights towards the exit hydrogen network operator.

(3) In the event of any reduction in accordance with the preceding provisions, corresponding renominations and adjustments to the flow profile notices shall be made without undue delay in order to avoid any imbalances.

(4) Each party shall inform the other party without undue delay if it becomes aware of the supply of off-spec gas at an entry or exit point or expects such off-spec gas to be supplied.

Section 12 Metering

(1) The metering data determined by the hydrogen network operator are used as a basis for balancing and for calculation of capacity overruns and flexibility overruns.

(2) The hydrogen network operator will select the type, number and size of the metering and control equipment. This selection must be proportionate to the level of consumption and

consumption behaviour, with due consideration for energy industry needs. The minimum technical requirements of the hydrogen network operator must be met.

(3) The energy content is determined in accordance with DVGW Code of Practice G 685 as amended. Unless otherwise specified in DVGW Code of Practice G 685, only the energy contained in the hydrogen content of the hydrogen delivered or received will be taken into account.

(4) The review of the metering equipment as well as the process of dealing with metering errors will take place in accordance with statutory requirements and generally accepted technical rules. If an inspection of metering equipment reveals that error margins have been exceeded, the hydrogen network operator will determine the new energy quantity in accordance with DVGW Code of Practice G 685 and inform the shipper accordingly. In this case, the claim shall be limited to a maximum of three (3) years.

Section 13 Energy data transfer to the shipper

(1) The hydrogen network operator transmits the read out and recorded load profiles at RLM entry and exit points in MSCONS format to the shipper every hour within 30 minutes of the end of the hour. The hydrogen network operator is not obliged to perform plausibility checks. The quality of the data is expressed by the status of the metered value.

(2) Data transfer starts with the first hour of the gas day (06:00 – 07:00 hours). In addition to the last delivery hour, the values of the previous delivery hours of the gas day are transmitted with each additional hour. If data transfer from the hydrogen network operator's IT systems cannot take place every hour due to a fault, the load profile will be sent at the next possible point in time with the delivery hours available up to that point in time.

(3) At the end of month M, the hydrogen network operator checks the plausibility of all load profiles in accordance with DVGW Code of Practice G 685 and calculates or corrects substitute values if necessary. The load profiles are converted with the hydrogen share relevant for billing. On day M+10 business days at the latest, the hydrogen network operator transmits the load profile to the shipper at RLM entry and exit points for month M. Substitute values must be labelled accordingly in the data messages.

Section 14 Allocation of quantities

(1) The entry hydrogen network operator allocates the hydrogen quantities fed in at entry points of storage facilities and at cross-border interconnection points to the balancing group or balancing subgroup on the basis of the nominations or in accordance with the allocation procedure specified by the hydrogen network operator in the entry contract.

(2) For each balancing group or balancing subgroup, the entry hydrogen network operator determines the hydrogen quantities fed in at entry points of production facilities on the basis of the metered values and allocates these quantities to the balancing group or balancing subgroup.

(3) The exit hydrogen network operator allocates the hydrogen quantities to be stored at exit points and withdrawn at cross-border interconnection points to the balancing group or balancing subgroup on the basis of the nominations or in accordance with the allocation procedure specified by the hydrogen network operator in the exit contract.

(4) The exit hydrogen network operator determines the hydrogen quantities offtaken at RLM exit points for each balancing group or balancing subgroup on the basis of the metered values and allocates these quantities to the balancing group or balancing subgroup.

(5) The hydrogen network operators will endeavour to agree with the adjacent infrastructure operators at the entry and exit points subject to mandatory nomination that operational quantity differences, are each allocated to an operating balancing account ("OBA"). In the event that no agreement is reached on the establishment of an OBA or the limits of an agreed OBA are breached at the respective entry or exit point and the infrastructure managers concerned do not reach agreement on an increase in the limits, the hydrogen network operator shall be entitled to deviate from the allocation rule "allocated as nominated" described in subsection (1), second half of sentence, or subsection (3) second half of sentence, for the respective entry or exit point and to allocate the hydrogen quantities at this point in the direction of the physical main flow on the basis of the metered value and the confirmed nominations to the balancing group or balancing subgroup concerned on a pro rata basis.

(6) Until the introduction of a procedure for the procurement of missing hydrogen quantities and the marketing of surplus quantities in the GET H2 hydrogen network, the hydrogen network operators are authorised to allocate surplus or missing hydrogen quantities arising due to metering inaccuracies and unavoidable losses in the GET H2 hydrogen network to all balancing groups of shippers in the GET H2 hydrogen network evenly distributed over the gas day. Surplus hydrogen quantities are allocated proportionally according to the exit capacities included into the balancing groups. Missing hydrogen quantities are allocated proportionally according to the entry capacities included into the balancing groups. Information on the respective allocation is provided on the previous day D-1 by 12 noon. The provisions pursuant to Section 20 shall also apply to the hydrogen quantities allocated in accordance with the preceding sentences. The hydrogen network operators shall examine the introduction of an alternative procedure for the procurement of missing hydrogen quantities and the marketing of surplus hydrogen quantities on an annual basis.

Section 15 Maintenance

(1) The hydrogen network operator shall be entitled to carry out maintenance (servicing, inspection and repair) on its pipeline system, as well as measures for the construction, modification and expansion of systems. The hydrogen network operator shall be released from its obligations under this contract if and to the extent that the hydrogen network operator is not able to fulfil its contractual obligations as a result of such measures. The shipper shall be obligated to cooperate, without limitation by restricting network usage during maintenance activities planned by the hydrogen network operator.

(2) In order to minimise potential restrictions on hydrogen transmission, the hydrogen network operators will each year agree all plannable maintenance work for the following calendar year with each other and with operators of storage facilities connected to the GET H2 hydrogen network. Any resulting scheduled hydrogen transport restrictions will be published by the hydrogen network operator in the 4th quarter of a calendar year as a non-binding maintenance schedule for the following calendar year.

(3) The hydrogen network operator will give the shipper proper advance notice of measures planned in accordance with subsection (1) of this Section 15 in an appropriate manner

if, and to the extent that, network usage under the contract should actually be impaired either in whole or in part. The hydrogen network operator will publish long-term scheduled maintenance measures at least forty-two (42) days in advance. In addition, the hydrogen network operator will inform the shipper about the duration and likelihood of any restricted use of the network no later than fifteen (15) business days before any such restriction occurs. This advance notice period pursuant to sentence 3 may only be reduced if advance notice cannot be given for reasons not attributable to the hydrogen network operator, or if the remedial action to be taken in order to eliminate any restriction of service would be delayed by such advance notice. In any such case the hydrogen network operator shall inform the shipper about the estimated duration and the reason for the restriction without undue delay.

(4) In the event that measures pursuant to subsection (1) of this Section 15 that do not constitute measures within the meaning of Section 16 (2) restrict the agreed capacity and/or gas flow at the respective entry or exit point affected thereby for more than fourteen (14) gas days per gas year, the shipper shall be released from its payment obligations for the duration and scope of restriction beyond 14 gas days. This period shall be reduced pro rata for contracts with a term of less than one year.

(5) The provisions of this Section 15 shall apply mutatis mutandis in the event that third parties carry out measures in accordance with subsection (1) of this Section 15 and the hydrogen network operator is, as a result of such measures, not in a position to perform its obligations under the contract either in whole or in part.

(6) Subsection (1) sentences 2 and 3 and subsection (3) of this Section 15 shall apply mutatis mutandis in the event that the hydrogen network operator is entitled by law or under provisions of contracts with third parties to interrupt a network connection or the use of a network connection.

Section 16 Threat or disruption to the safety or reliability of the hydrogen supply system

(1) The hydrogen network operator shall manage the transport of hydrogen through its hydrogen network, taking into account the connections with other hydrogen networks in the GET H2 hydrogen network, and contribute to a safe and reliable hydrogen supply system in the GET H2 hydrogen network and thus to a secure hydrogen supply by providing and operating its hydrogen network as part of a national and international interconnected pipeline system.

(2) If the safety or reliability of the hydrogen supply system in the hydrogen network is jeopardised or disrupted, the hydrogen network operator is entitled and obliged to eliminate the threat or disruption in its own hydrogen network or, within the framework of the cooperation, in the GET H2 hydrogen network or part of the hydrogen network of another hydrogen network operator by means of network-related measures and market-related measures, insofar as these are available. The market-related measures include, in particular, available third-party services for the provision of energy (in particular balancing gas) as well as the interruption of interruptible shipping rights or the application of allocation requirements and restrictions on the use of shipping rights. The contracting parties are aware that the virtual trading point is not liquid at the start of the hydrogen market ramp-up and that third-party services are therefore only expected to be available at the virtual trading point at a later date once there is sufficient liquidity.

(3) If a hazard or disruption cannot be avoided or cannot be eliminated in time by measures pursuant to subsection (2) hereinabove, the hydrogen network operator is authorised and obliged, as part of cooperation arrangements between all hydrogen network operators, to adjust all hydrogen inputs, hydrogen transportation and hydrogen offtakes in line with the requirements for safe and reliable operation of the GET H2 hydrogen network, or part of the hydrogen network, or to demand such adjustments. Insofar as the preparation and implementation of adjustments, in accordance with the previous sentence, requires the shipper's co-operation, the shipper shall be obliged to take the necessary actions. The foregoing shall be without prejudice to further contractual provisions on force majeure.

(4) Any adjustment pursuant to subsection (3) hereinabove shall be suitable, necessary, proportionate and non-discriminatory. If equally effective, the adjustments shall be limited as far as possible to shippers that use the respective hydrogen network or part of the hydrogen network.

(5) In the event of an adjustment pursuant to subsection (3) hereinabove, the hydrogen network operator shall inform the other hydrogen network operators and the shippers in advance as far as possible (otherwise without undue delay). Upon request, the reasons for the adjustment made shall be explained and proven.

(6) In the event of an adjustment pursuant to subsection (3) hereinabove, all affected performance obligations of the contracting parties under the network access contract shall be suspended until the risk or disruption has been eliminated. The hydrogen network operator shall use all technically possible and economically reasonable means to ensure that it can return to the unadjusted transportation as quickly as possible.

(7) Insofar as adjustments are made in accordance with subsection (3) in the event of the aforementioned conditions being met, liability for financial losses shall be excluded.

Section 17 Reduction procedure for capacity nominations and flow profile notices

(1) If the sum of all nominations or flow profile notices of booked firm capacities for any hour at an entry or exit point is greater than the available firm capacity, the nominations or flow profile notices shall be reduced as described below. The firm capacities shall initially be distributed on a pro rata basis according to the ratio of the firm capacities included in the balancing groups or balancing subgroup. If residual quantities remain, i.e. more firm capacities are taken into account for one or more balancing groups than were nominated and at least one other balancing group was curtailed, the residual quantities are additionally allocated to the curtailed balancing groups in proportion to the capacities contributed. If this allocation again results in residual quantities, the allocation process is repeated for the remaining balancing groups according to the capacity contributed until all residual quantities have been allocated.

(2) In addition and independently of subsection (1) above, reductions may be made with a lead time of 30 minutes to the hour in accordance with subsection (1) sentences 2 and 3 if the system status is "critical". In this case, a curtailment will be made with the proviso that

(a) in the event of critical system oversupply, nominations and flow profile notices at entry points to the GET H2 hydrogen network, and

(b) in the event of a critical system undersupply, nominations and flow profile notices at exit points from the GET H2 hydrogen network

are curtailed.

(3) In the event of a curtailment, the shipper shall be without undue delay notified of the cause and the estimated duration of the curtailment.

(4) The shipper is not authorised to use the capacity above the nomination or flow profile notice curtailed in accordance with subsections (1) and (2). If a flow profile notice curtailed in accordance with subsections (1) and (2) is exceeded, Section 20 will apply mutatis mutandis.

Section 18 Surrender of capacity

(1) The shipper shall be entitled to surrender booked firm capacity in whole or in part, with respect to the booking period and quantity, to the hydrogen network operator at any time but no later than one (1) month before the start of the term of the surrendered capacity. Any subsequent primary use or secondary marketing of the surrendered capacities by the shipper is excluded, except as provided for in subsection (7) hereinbelow.

(2) The hydrogen network operator's confirmation of the surrender of the capacity is sent to the shipper with a time stamp. This confirmation shall not release the shipper from its payment obligation.

(3) Capacity may be surrendered for any months in the future and for any proportion of the capacity originally booked.

(4) The hydrogen network operator shall market surrendered capacities as primary capacity. It may combine the surrendered capacity and any available primary capacity into products of longer duration. Surrendered capacity shall be marketed subordinate to other primary capacity available for the period in question. Marketing shall only take place if the hydrogen network operator receives a corresponding binding enquiry from other shippers.

(5) If the hydrogen network operator markets the surrendered capacity in whole or in part, the shipper shall be released from its obligation to pay for such surrendered capacity which has been marketed. The extent of the release depends on the revenues obtained, subject to a maximum limit of the applicable tariff for the period of primary marketing and the amount of the remarketed capacity.

(6) If capacities are surrendered by several shippers for a particular day, they will be considered for remarketing by the hydrogen network operator, provided there is a surplus of offers, in the chronological order of receipt (time stamp).

(7) If surrendered capacity is remarketed, it will remain in the previous balancing group and can be used by the shipper until transportation commences. The hydrogen network operator shall inform the shipper immediately of the extent of the remarketing that has taken place and the time from which the shipper can no longer utilise the surrendered capacity.

(8) The hydrogen network operator shall issue the shipper with a credit note for the tariff in accordance with subsection ((5)) above. Such credit notes shall be issued monthly and shall be set off against any outstanding transportation tariffs.

(9) The release from the shipper's payment obligation pursuant to subsection (5) above shall only be established upon receipt of the credit note. The credit note shall be issued in the month following the marketing of the capacities.

Section 19 Secondary trading

(1) The shipper may transfer booked capacities to a third party for use or assign them to a third party. The transfer of use or the assignment of the entry or exit contract shall be subject to the following provisions.

(2) The shipper may transfer the use of the capacity rights (with or without nomination rights) under an entry or exit contract to a third party for use in part or in full without the consent of the hydrogen network operator. The shipper shall remain obliged towards the hydrogen network operator for the fulfilment of the obligations resulting from the entry or exit contract, in particular to pay the tariffs.

(3) The shipper may assign the entry or exit contract with the hydrogen network operator's written consent either in whole or, subject to Section 4 (2), in part to third parties. The capacities may be transferred for any months in the future and for any proportion of the originally booked capacity. Consent may only be withheld for reasons that would also justify refusal to conclude an entry or exit contract with the third party in question in the first place. Such a reason shall be deemed to exist in particular if, pursuant to Section 31, the third party fulfils the requirements for the provision of a collateral and has not provided any such collateral. The assignment of an entry or exit contract to a third party shall be binding upon the hydrogen network operator, provided each shipper being party to the assignment has submitted to the hydrogen network operator an identical request for approval in writing no later than ten (10) business days before the start of the term of the capacity to be assigned and the hydrogen network operator has given its consent. The hydrogen network operator shall be entitled to request that at the time of the assignment the transferring shipper has fully included the relevant capacities in a balancing group or balancing subgroup and that the acquiring shipper must also specify a balancing group or balancing subgroup when the secondary marketing is concluded.

Section 20 Capacity overrun

(1) The shipper shall be entitled to use booked capacity at the entry and/or exit point in the amount included in the balancing group and/or balancing subgroup. The shipper shall not be entitled to any use of capacity exceeding that amount. Sentences 1 and 2 shall apply mutatis mutandis in the event of any restrictions on network utilisation pursuant to the provisions of Section 15 or adjustments to network utilisation pursuant to Section 16, with the proviso that the available firm capacity notified to the shipper in each case shall be decisive instead of the booked capacity.

(2) If, contrary to subsection (1), sentences 2 and 3 of this Section 20, the allocated hourly hydrogen quantities exceed 100% of the capacity included in the balancing group or balancing subgroup for this entry or exit point, an hourly capacity overrun shall be deemed to have occurred. An hourly capacity overrun shall not lead to an increase in the booked capacity.

(3) For RLM exit points and entry points from production plants and when hydrogen quantities are allocated on a pro rata basis pursuant to Section 14 (5) sentence 2,

(a) the load profile on the day M+10 business days checked for plausibility in accordance with DVGW Code of Practise G 685 and, if necessary, corrected with substitute values and converted with the declared calorific value on an hourly basis shall be used instead of the allocated hourly hydrogen quantities to determine the contractual penalty pursuant to subsection (4), and

(b) the current measured value available to the hydrogen network operator pursuant to Section 21 (1) or, if no measured value is available in exceptional cases, the substitute value determined by the hydrogen network operator shall be used instead of the allocated hourly hydrogen quantities to determine the hourly overrun according to Section 12 (1).

(4) If the shipper exceeds the capacity included or available, a contractual penalty shall be payable in accordance with the hydrogen network operator's price sheet.

(5) The provisions of subsection (4) shall be without prejudice to the rights of the hydrogen network operator to claim compensation for additional loss or damage caused by overruns. Any contractual penalties already paid shall be set off against such compensation payable for specific capacity overruns.

Section 21 Prevention of inputs or offtakes

(1) The hydrogen network operator shall be authorised for the duration of

(a) the utilisation of capacity above a restricted flow profile notice pursuant to Section 8 (5) in conjunction with Section 17 (4),

(b) the utilisation of capacity above a curtailed flow profile notice pursuant to Section 17 (4) or

(c) an hourly overrun according to Section 20 (1) and (2)

to physically prevent the input or offtake in full at any time.

(2) Subject to subsection (3), the hydrogen network operator will inform the shipper and the network connection customers or network connection users affected by any potential prevention of the impending prevention in text form prior to its execution and will also inform the network connection customers or network connection users affected by a potential prevention by telephone and ask them to use the capacity in accordance with the contract. If the non-compliant use of the capacity continues, the hydrogen network operator will inform the shipper and the network connection customers or network connection users affected by any potential prevention in text form that the input and/or offtake will be prevented. The hydrogen network operator is authorised by the shipper to inform the network connection customers or network connection users affected by a potential prevention in accordance with the above sentences. After the input and/or offtake has been prevented, the reasons for the prevention must be subsequently explained and proven upon request.

(3) If, due to imminent danger, it is not possible to request compliance or inform the shipper before the input and/or offtake is prevented, the hydrogen network operator shall be authorised to prevent the input and/or offtake without prior information, in deviation from subsection (2). In this case, the hydrogen network operator shall inform the shipper and the network connection customers or network connection users affected by the

prevention immediately after execution and shall subsequently explain and prove the reasons upon request.

(4) The hydrogen network operator shall be entitled to maintain the prevention until the shipper gives its assurance and describes in text form that it has adapted its operational processes and that the capacity included will therefore not be exceeded again once the prevention has ended. The input and/or offtake prevention pursuant to this Section 21 shall not release the shipper from its contractual obligations, in particular to pay the capacity tariffs.

Section 22 Withdrawal of long-term unused capacity

(1) The hydrogen network operator shall be entitled to withdraw permanently unused or incompletely used firm capacities of the shipper at all entry or exit points if there is a contractual congestion.

(2) A contractual congestion shall be deemed to exist if the hydrogen network operator has to reject a network access request due to a lack of capacity.

(3) Capacity will be withdrawn if, and to the extent that, the shipper has left firm capacity it has booked continuously unused on an hourly basis over a period of three (3) consecutive months or more in the preceding calendar year. If several such periods of three consecutive calendar months can be identified, the minimum amount of capacity continuously not used in each such period shall be determined. Capacity shall only be withdrawn up to said lowest minimum amount. The capacity to be withdrawn shall be determined on the basis of the capacity continuously available to the shipper, in terms of both timing and quantity, during the previous calendar year. If the shipper has partially resold its booked capacity or has booked less capacity, this shall be taken into account accordingly.

(4) The shipper may object to the withdrawal of capacity if it

(a) proves that it has offered the capacities not required for the period of non-utilisation to the extent of the non-utilisation on the secondary market pursuant to Section 19 or to the respective hydrogen network operator as part of a surrender of capacity pursuant to Section 18,

(b) without undue delay and conclusively demonstrates in text form that it still requires the capacities in full in order to meet existing contractual obligations, or

(c) without undue delay and conclusively demonstrates in text form that it has various contractual procurement alternatives for which capacities are booked at different entry points, which it uses as an alternative, and that it has offered the capacities not required for the period of non-utilisation on the secondary market to the extent of the non-utilisation.

(5) In the event that several shippers have booked capacities at an entry or exit point and contribute such capacities to the same balancing group, the hydrogen network operator shall be entitled to withdraw the capacities from each of these shippers on a pro rata basis weighted according to the capacities booked at the given entry or exit point in the case of combined nominations. The foregoing shall not apply if the balancing group manager makes nominations for each shipper in separate balancing subgroups.

(6) The hydrogen network operator will market the withdrawn capacities as primary capacity. The hydrogen network operator may combine the withdrawn capacity and any available primary capacity into products with a longer term. Withdrawn capacity will be marketed subordinate to other primary capacity available for the period in question.

(7) If the hydrogen network operator markets all or part of the withdrawn capacity, the shipper shall be released from its payment obligation in this respect. The amount of the release will be based on the revenue generated, but will be no more than the regulated fee for the period of primary marketing and the amount of the remarketed capacity.

(8) Where withdrawn capacity is remarketed, the capacity will remain in the existing balancing group and can be used by the shipper until the time of the start of transportation. The hydrogen network operator shall inform the shipper immediately of the extent of the remarketing that has taken place and the time from which the shipper can no longer use the withdrawn capacity.

(9) The hydrogen network operator shall issue the shipper with a credit note for the fee in accordance with subsection (7). Such credit notes shall be issued monthly and shall be set off against any outstanding transportation tariffs.

(10) The release from the shipper's payment obligation pursuant to subsection (7) above shall only be established upon receipt of the credit note. The credit note shall be issued in the month following the marketing of the capacities.

Section 23 Suspension or amendment of contractual obligations

(1) Pursuant to Section 16, the hydrogen network operator shall be entitled to introduce allocation requirements or restrictions on capacity use for the necessary period, modify existing allocation requirements or restrictions on capacity use, or convert booked firm capacity into interruptible capacity to the extent necessary to ensure the safety and reliability of the GET H2 hydrogen network.

(2) The hydrogen network operator shall also be entitled to adopt measures in accordance with subsection (1) of this Section 23 if capacity usage differs from the assumptions made in the state-of-the-art load flow simulation in accordance with good gas industry practice, and if the different capacity usage forces the hydrogen network operator to modify the assumptions applied in determining capacity as per Section 28n (1) EnWG so that capacity can no longer be offered in the amount previously offered. The hydrogen network operator shall be entitled to adopt measures under subsection (1) of this Section 23 if capacity and steering instruments required by the hydrogen network operator to ensure firm, freely allocable capacities cannot be obtained, cannot be obtained in full or can only be obtained at conditions which are economically not reasonable and other network or market-related measures are not possible. Measures applied by the hydrogen network operator under this subsection shall be reported in advance to the Federal Network Agency, with reasons given.

(3) If the entire booked firm capacity at a point is not equally affected by the measures in accordance with subsection (1) of this Section 23, the hydrogen network operator shall determine on a non-discriminatory basis for which capacities or contracts these measures are to be implemented. In the case of the conversion of booked firm capacity into interruptible capacity, the booked firm capacity shall be converted into interruptible capacity in proportion to the firm capacity booked by the shippers.

(4) The hydrogen network operator shall notify the shipper in advance without delay, and in the case of developments that can be foreseen generally with at least three (3) months' notice in the event that the shipper's rights are to be restricted under subsections (1) to (3) of this Section 23, stating the reasons for such restrictions.

(5) The shipper shall be entitled to extraordinarily terminate the contracts concerned, in whole or in part, within fourteen (14) calendar days of the notification date, if the amendment continues for longer than 14 calendar days in any contract year. Termination shall take effect on the effective date of the amendments to the contracts concerned. If the terminated capacity is firm capacity at a cross-border interconnection point, the shipper shall be entitled to require the hydrogen network operator to offer the terminated capacity again at the same point.

(6) The contracts concerned shall be amended accordingly if the shipper does not exercise its right of termination. If an amendment results in firm capacity being converted into interruptible capacity in whole or in part, the applicable fees for interruptible capacity in accordance with Section 24 shall apply to the converted portion. In the event of the introduction or amendment of allocation restrictions or utilisation requirements for capacity, the applicable fees of the hydrogen network operator shall apply.

(7) Notwithstanding subsections (1) to (6) above, only Section 4 (3) shall apply to adjustments resulting from an expansion of the GET H2 hydrogen network or a merger of the GET H2 hydrogen network with other hydrogen networks.

Section 24 Tariffs and charges

(1) The shipper shall pay the hydrogen network operator the specific tariff agreed in the relevant contract plus any concession charges and other duties and taxes, regardless of whether or not the booked capacity is actually used. The amount of the tariff per kWh/h of booked capacity is determined on the basis of the costs and profit shares apportionable to the network tariffs in accordance with the relevant statutory or regulatory requirements, in particular Section 28o EnWG or Section 28r EnWG, the provisions of the Hydrogen Network Charges Ordinance (WasserstoffNEV) as amended and the specifications of the Federal Network Agency pursuant to Section 28o (3) EnWG or Section 28r EnWG as amended.

(2) The hydrogen network operator shall be entitled and obliged to adjust the tariffs in accordance with the applicable statutory or regulatory provisions on tariffs with effect from 1 January of each year. The hydrogen network operator shall inform the shipper of the adjusted tariffs immediately in text form. Subject to subsection (3), the adjusted network tariffs shall apply to all existing and future contracts from the date specified in the amendment information, but at the earliest upon receipt of the amendment information (effective date of the amendment).

(3) In the event of an increase in transportation tariffs and charges, the shipper shall be entitled to terminate the contract in writing either in whole or in part, with regard to the amount of capacity booking, with a notice period of ten (10) business days to the effective date of the adjustment. If the shipper does not receive the information pursuant to subsection (2) sentence 2 at least twenty (20) business days prior to the effective date of the adjustment, the shipper shall, in deviation from sentence 1, be entitled to terminate the contract in writing either in whole or in part with regard to the amount of the capacity booking within ten (10) business days of receipt of the information pursuant to subsection

(2) sentence 2 with five (5) business days' notice, with effect from the effective date of the adjustment at the earliest. Partial termination in accordance with sentences 1 and 2 shall only be permissible if the capacity is reduced consistently for the whole remaining term of the contract.

(4) The shipper shall not have any termination right pursuant to subsection (3) if the increase in the hydrogen network operator's transportation tariffs is lower than or equal to the percentage increase in the consumer price index (overall index) for Germany (CPI) published by the Federal Statistical Office ("Statistisches Bundesamt"). The rate of change of the annual average of the CPI compared to the previous year as published by the Federal Statistical Office at the time of the announcement of the tariff increase shall be decisive.

(5) In the event that taxes and other public levies due on transportation tariffs and charges under the respective contract, including but not limited to taxes or other public charges on services forming the basis for transportation tariffs and charges under the respective contract, are introduced, eliminated or adjusted, the hydrogen network operator shall implement a corresponding increase or reduction in transportation tariffs and charges under the respective contract with effect from the effective date of the introduction, elimination or adjustment of such taxes/public charges, unless these are covered by the cost base determined in accordance with the Hydrogen Network Ordinance and relevant statutory or regulatory requirements on tariffs.

(6) The hydrogen network operator shall also be entitled and/or obligated to adjust transportation tariffs and charges in accordance with subsection (1) of this Section 24 if such adjustments are required to ensure compliance with legal statutory and/or official and/or court decisions.

(7) As long as the hydrogen network operator has not submitted a declaration to the Federal Network Agency pursuant to Section 28j (3) EnWG or is not a regulated hydrogen network operator pursuant to Section 28j (3) EnWG, it shall, at the request of the shipper, provide evidence of compliance with the requirements of the applicable Hydrogen Network Ordinance when determining the respective tariff amount by submitting an auditor's certificate.

Section 25 Invoicing and payment

(1) The hydrogen network operator shall invoice the shipper for the contractually agreed tariffs and charges for the booked entry and exit contracts before the start of the billing month.

(2) Charges and payments that can only be determined after the end of a month or later, in particular charges for capacity overruns, will be invoiced separately.

(3) The hydrogen network operator shall handle invoicing in electronic form. The shipper agrees to the electronic transmission of the invoice. The hydrogen network operator will send the invoices by e-mail attachment in PDF format to the e-mail inboxes specified by the shipper during registration. The hydrogen network operator may choose to send invoices for bookings to exit points to end consumers alternatively in the EDIFACT message type INVOIC. In the event of technical faults, the hydrogen network operator shall be entitled to send invoices by post.

(4) Invoiced amounts shall be due upon receipt of the invoice by the shipper. The shipper shall pay the invoiced amounts within ten (10) business days of receipt of the invoice. The place of performance for payments is the administrative headquarters of the hydrogen network operator. Payments shall be deemed to have been made on time if the relevant amounts have been credited to the hydrogen network operator's bank account indicated on the invoice within the period specified in sentence 1.

(5) Payments are to be made in euros (€) in accordance with the SEPA procedure. If a payment is not made in accordance with the SEPA procedure, any bank charges incurred as a result shall be borne by the shipper.

(6) If there is a reasonable indication of an evident error in the invoice, the shipper shall be entitled to postpone or refuse payment.

(7) The hydrogen network operator shall be entitled to charge a flat late payment penalty. The shipper shall be entitled to prove that the loss or damage suffered by the hydrogen network operator by reason of late payment is lower than such penalty.

(8) The hydrogen network operator shall refund any overpayment, and the shipper shall pay any outstanding amount resulting from calculation errors in invoice amounts or invoicing data. Invoices shall not be corrected later than three (3) years from receipt of the invoice concerned.

(9) The parties may only offset counterclaims that are uncontested or upheld by enforceable judgment.

Section 26 Taxes

(1) All tariffs and charges according to the respective contract are shown without applicable taxes. The shipper must pay these taxes at the respective statutory rate in addition to these tariffs and charges.

(2) The tariffs and charges in accordance with the respective contract and this section as well as any surcharges thereto constitute the amount within the meaning of the German Value Added Tax Act (UstG) and are exclusive of value added tax (VAT). In addition to this amount, the shipper must pay the VAT to the hydrogen network operator at the respective statutory rate, unless the reverse charge procedure applies.

Section 27 Data transmission and data processing

The hydrogen network operator shall be entitled to disclose consumption, invoicing and contract data to other system operators or to third parties to the extent that, and for such time as, such disclosure is necessary for the proper performance of the contract. The hydrogen network operator shall also be entitled to gather, store and process data received from the shipper or the shipper's user as part of the use of the systems for processing network access, as permitted under data protection acts. The shipper consents to automated data processing by the hydrogen network operator or provider contracted by the hydrogen network operator in accordance with data protection laws.

Section 28 Availability of the hydrogen network operators' systems for managing network access

(1) The right to use the hydrogen network operator's systems for processing network access exists only within the scope of the state of the art and the technical availability of these systems. The hydrogen network operator may temporarily limit the service scope of the systems of the hydrogen network operator for processing network access if, and to the extent that, this is necessary to guarantee the security and integrity of said systems or to implement technical measures required to provide the services. The same applies in case of faults which are unforeseen or which, without limitation, are due to a power supply failure or to hardware and/or software faults and which result in a total or partial outage of the systems of the hydrogen network operator for processing network access. In such cases, there shall be no right to use the systems of the hydrogen network operator for processing network access. The hydrogen network operator shall in such cases promptly notify the shippers affected in an appropriate manner, minimise the impact on the shippers as far as possible and without undue delay restore the availability of the systems of the hydrogen network operator for processing network access so far as it is commercially reasonable.

(2) The use of the hydrogen network operator's systems for processing network access is accordingly restricted or not possible for the duration of the restricted availability or non-availability as described in subsection (1) of this Section 28. Ongoing processes will be aborted. The hydrogen network operator shall notify the shippers if said processes can be recovered at a later time.

(3) For nominations and renominations, the hydrogen network operator offers an alternative communication channel, at least via data portal or e-mail, in the event of a restriction or failure of the system(s).

Section 29 Force majeure

(1) A party to the contract shall be released from its obligations to the extent that it is prevented from performing such obligations by force majeure in accordance with subsection (2) of this Section 29. The other party in each case shall be released from its obligations to the extent that, and for such time as, the first party is prevented from performing its obligations by force majeure.

(2) Force majeure is defined as any unforeseeable external event that is unavoidable, even by the exercise of due care reasonably to be expected and the deployment of resources which the party concerned could reasonably be expected to deploy from the technical and economic point of view. Such events shall include, without limitation, natural disasters, wars, pandemics, terrorist attacks, power failures, telecommunications failures, strikes and lawful lockouts or statutory provisions or acts of governments, courts or authorities (regardless of their legality).

(3) The affected party to the contract shall notify the other party promptly, stating the circumstances of force majeure and their expected duration. The affected party shall endeavour to restore its ability to fulfil its obligations as soon as possible, deploying all technically feasible and economically viable resources to do so.

(4) If a party to the contract utilises third-party services to perform contractual obligations, an event which would constitute force majeure or other circumstances within the

meaning of subsection (2) of this Section 29 for the third party concerned shall also constitute circumstances of force majeure for that party to the contract.

Section 30 Liability

(1) Each of the parties shall be liable to the other party for death, personal injury or damage to health, unless the party itself and its statutory representatives or vicarious agents ("Erfüllungs- und Verrichtungsgehilfen"), have acted neither wilfully nor negligently.

(2) In all other respects, each of the parties shall be liable to the other party for damage to property and financial loss arising out of a culpable breach of their contractual obligations.

(a) In the event of a breach of a material contractual obligation ("wesentliche Vertragspflichten"), each of the parties shall be liable to the other party for damage to property ("Sachschäden") and financial loss ("Vermögensschäden"), unless such loss or damage was not caused by a wilful act or omission or negligence on the part of the party itself, its statutory representatives or vicarious agents. The liability of the parties in the event of damage to property or financial loss caused by slight negligence shall be limited to the loss or damage typically foreseeable in connection with such contracts.

(aa) Material contractual obligations are obligations the performance of which is a prerequisite for the proper performance of the contract, and the performance of which the parties to the contract normally rely on and may at all times expect.

(bb) Loss or damage typically foreseeable is loss or damage a party to the contract foresaw as a possible consequence of a breach of contract or ought to have foreseen as a possible consequence of a breach of contract under circumstances of which the party was aware at that time or ought to have been aware at that time if it had exercised due care ("verkehrsübliche Sorgfalt").

(cc) It is to be assumed that the typical loss or damage in connection with contracts of this type is EUR 2.5 million for damage to property and EUR 1 million for financial loss.

(b) In the event of a breach of non-material contractual obligations, each of the parties shall be liable to the other party for damage to property and financial loss, unless such loss or damage was not caused by a wilful act or omission or gross negligence on the part of the party itself, its statutory representatives or vicarious agents.

(aa) In the case of damage to property or financial loss caused by gross negligence, the liability of the parties and their statutory representatives or managing vicarious agents ("leitende Erfüllungs- und Verrichtungsgehilfen") shall be limited to the loss or damage typically foreseeable in connection with such contracts.

(bb) In the case of damage to property caused by gross negligence, the parties' liability for ordinary vicarious agents ("einfache Erfüllungsgehilfen") shall be limited to EUR 1.5 million for damage to property, and EUR 0.5 million for financial loss.

(3) The parties' liability under mandatory provisions of the Public Liability Act ("Haftpflichtgesetz") and other laws shall not be affected.

(4) Subsections (1) to (3) of this Section 30 shall also apply to the statutory representatives, employees and vicarious agents of the parties, if and to the extent that these conditions are applicable to the respective party.

Section 31 Collateral

(1) The hydrogen network operator may in justified cases require the shipper to pay a reasonable collateral pursuant to this Section 31 or advance payment pursuant to Section 32 for payment claims arising out of or in connection with the commercial relationship with the shipper. The reasons for any such request for a collateral or advance payment shall be stated to the shipper in text form. If the hydrogen network operator has requested a collateral from the shipper, the hydrogen network operator can, if there is still a justified case, at any time request a changeover to advance payment in accordance with Section 32. In such case, the collateral, if unused, shall be refunded without delay upon receipt of the first advance payment.

(2) Without limitation, the hydrogen network operator shall be deemed to have reasonable cause for requiring a collateral or advance payment if:

(a) the shipper

(aa) is in arrears with a significant amount, i.e. usually at least 10% of the transportation charge payable by this shipper according to the last invoice or a request for a down-payment, and has failed to make the payment in full upon receipt, after having gone into arrears, of an explicit request for payment in writing threatening withdrawal of the shipper's network access and termination of the shipping contracts, or

(bb) has been in arrears twice in twelve (12) months with payments due, or

(b) enforcement measures have been initiated against the shipper for financial claims (Sections 803 - 882a Code of Civil Procedure (ZPO)), unless said financial claims are insignificant, or

(c) an earlier entry or exit contract between the hydrogen network operator and the shipper has been terminated effectively in accordance with Section 33 within the last two (2) years before the signing of the contract, or

(d) the hydrogen network operator acting in good faith has reasonable doubts due to actual indications that the shipper will not meet its contractual obligations.

In addition, the hydrogen network operator shall be deemed to have reasonable cause for requiring a collateral or advance payment if, according to information obtained from a generally recognised credit agency or rating agency, the shipper does not have an appropriate credit rating.

Without limitation, the shipper's credit rating shall be deemed inappropriate if it fails to meet at least one of the following requirements:

- a Standard & Poor's long-term rating of BBB- or better,
- a Fitch rating of BBB- or better,

- a Moody's long-term rating of Baa3 or better, or,
- a Dun & Bradstreet Risk Indicator 3 or better
- a Creditreform rating (credit index score 2.0) of risk class I or II (in accordance with Creditreform Rating Map Germany as amended from time to time) or, if risk classes according to Creditreform (credit index score 2.0) are not available for the shipper, the highest score within risk class II (using the Creditreform Rating Map Germany in its applicable version) or fewer points.

The foregoing shall also apply if the shipper does not have a corresponding comparable rating of any other recognised rating agency.

The hydrogen network operator shall disclose to the shipper in full the data and the essential content of the information obtained that gives the hydrogen network operator reasonable cause for concern.

The shipper may rebut the justified doubts raised within five (5) business days by providing suitable proof of its creditworthiness. Such proof can be submitted, e.g., in the form of an auditor's certificate, a confirmation of sufficient liquidity, an up-to-date annual report as well as any other information relevant to the shipper's creditworthiness, as may be required.

(3) Collateral types include irrevocable, unconditional bank guarantees, irrevocable unconditional corporate guarantees (binding letters of comfort and affiliate guarantees), and irrevocable, unconditional, abstract guarantees of a bank authorised to do business in the Federal Republic of Germany. The type of collateral shall be determined at the discretion of the shipper. The hydrogen network operator may also accept cash or assignments of receivables.

(4) The shipper shall provide the collateral to the hydrogen network operator within seven (7) business days of the corresponding request.

(5) The requirements for individual collateral types are as follows:

(a) Bank securities must be provided in the form of an unconditional, irrevocable and abstract indemnity letter or guarantee of a bank authorised to do business in the Federal Republic of Germany. The bank issuing the collateral shall have a Standard & Poor's long-term rating of A- or better, a Moody's long-term rating of A3 or better, or be part of the German savings and cooperative bank sector.

(b) For corporate guarantees and indemnity letters, the issuing company providing the collateral shall have

- a Standard & Poor's long-term rating of BBB- or better,
- a Fitch rating of BBB- or better
- a Moody's long-term rating of Baa3 or better
- a Dun & Bradstreet credit rating with a Risk Indicator of 3 or better,
- a Creditreform credit index score (credit index score 2.0) of risk class I or II (in accordance with Creditreform Rating Map Germany as amended from time to time) or, if risk classes according to Creditreform (credit index score 2.0) are not available for the shipper, the highest score within risk class II (using the

Creditreform Rating Map Germany in its applicable version) or fewer points. The corporate guarantee or indemnity amount shall not exceed 10% of liable equity capital of the company providing the collateral. The shipper shall document compliance with this requirement to the hydrogen network operator upon providing the collateral.

(c) Any cash collateral provided shall be deposited to an account specified by the hydrogen network operator. Interest shall be payable on such amounts at the base rate published by Deutsche Bundesbank on the first bank business day of the month.

(d) The indemnity or guarantee amount shall be payable and shall include a general waiver of the right to insist on a prior failed attempt at direct enforcement, waiver of contestability and waiver of offset against claims, unless undisputed or upheld by legal judgement. An abstract indemnity or guarantee letter shall be valid for at least twelve (12) calendar months and shall expire no later than at the end of the contract term.

(6) The amount of the collateral shall be the amount due from the shipper by the end of the contract term, up to a maximum of the capacity fees to be invoiced in the following six (6) months.

(7) The hydrogen network operator may have recourse to the collateral, provided that it has issued a payment due notice for overdue amounts after payment has been delayed and the reasonable deadline set for making payment has not been met. In such a case the hydrogen network operator may request that another collateral be provided under the conditions detailed in subsection (6). The shipper shall provide said collateral within seven (7) days of the request.

(8) Collaterals provided shall be returned promptly in the event that the reasons for the requirement of securities no longer apply. The hydrogen network operator shall review the reasons justifying the requirement for a collateral or advance payment every six (6) months. During such review, the hydrogen network operator shall verify whether the collateral amount meets the requirements of subsection (6). In the event that such review reveals that the realisable value of all securities provided exceeds the amount of the applicable value in accordance with subsection (6) temporarily, the hydrogen network operator shall return the corresponding portion of the collateral. If several collaterals have been provided, the hydrogen network operator may choose at its discretion which collaterals to return. In the event that the realisable value of all collaterals provided falls below the amount of the applicable value in accordance with subsection (6) by a more than insignificant amount, the hydrogen network operator may require the shipper to adjust the amount of such securities accordingly.

(9) Provided that

(a) the GET H2 hydrogen network is authorised by the Federal Network Agency as part of the core network in accordance with Section 28q EnWG and

(b) common contractual standards of all operators of hydrogen networks are published in accordance with Section 28n (1) EnWG, which contain regulations on the provision of collateral and advance payments,

the provisions of the common contractual standards of all operators of hydrogen networks pursuant to Section 28n (1) EnWG on the provision of collateral and advance

payments shall apply from the date of publication in place of Sections 31 and 32. Section 37 (3) sentences 4 et seq. apply accordingly.

Section 32 Advance payment

(1) The shipper shall be entitled to make an advance payment instead of providing a collateral. To do so, the shipper shall state to the hydrogen network operator in text form within five business days of the receipt of the request for a collateral by the hydrogen network operator that it will make an advance payment instead of the collateral.

(2) If the hydrogen network operator requests an advance payment in accordance with Section 31 (1), or if the shipper avoids providing a requested collateral in accordance with subsection (1), the shipper shall be required to make future payments in response to capacity charge requests as advance payments.

(3) The hydrogen network operator may request an advance payment once every month, every fortnight or every week.

(4) The amount of the advance payment shall be determined by the sum of the forecast capacity charge requests against the shipper for the next six (6) months. If the circumstances of a particular case give reason to believe that the actual capacity charge requests will be higher or lower than the average capacity charge requests calculated, then this shall be duly taken into account by the hydrogen network operator when it determines the amount of the advance payment. To this end, the hydrogen network operator may ask the shipper to provide a booking forecast, or the shipper may submit a booking forecast. However, the hydrogen network operator shall not be bound by any such forecast in a given case.

(5) The hydrogen network operator shall advise the shipper by the 13th business day of the month preceding the month M of the amount of the advance payment to be made according to the selected period. The advance payment shall be made in time so that it is credited to the hydrogen network operator's account by the last business day of the month preceding the month M, and for advance payments made every two weeks or every week, by the last business day of the week preceding the delivery week. The hydrogen network operator shall be entitled to request proof from the shipper that the payment order was issued in good time.

(6) The advance payment shall be offset from the capacity charge requests made by the hydrogen network operator for the month M.

(7) If the respective advance payment is not sufficient to cover the remuneration claims for the relevant month M, the difference shall be paid by the shipper by the due date of the remuneration claims in accordance with Section 24. If the respective advance payment exceeds the capacity charge claims for the relevant month M, the difference shall be refunded to the shipper or, if further advance payments are to be made, offset against these further advance payments.

(8) The hydrogen network operator shall review the reasons justifying the requirement for a collateral or advance payment within the meaning of Section 31 (2) every six (6) months. The first such review shall be made no earlier than six (6) months after the first advance payment. The shipper may request a suspension of the advance payment scheme after

eighteen (18) months at the earliest, unless there is a justified case within the meaning of Section 31 (2) and the shipper's payments have been received on time and in full within the previous eighteen months. The hydrogen network operator shall confirm to the shipper if the conditions for advance payment no longer exist. The obligation to make advance payments shall end upon receipt of the confirmation.

Section 33 Termination

(1) The contract may be terminated with immediate effect for good cause ("wichtiger Grund").

(2) Without limitation, the following shall be deemed to constitute reasonable cause for the termination of the contract with immediate effect:

(a) serious, repeated breach of material contractual obligations despite the issue of a notice to desist or

(b) failure of the shipper to promptly meet its obligation to provide a collateral in accordance with Section 31 or make advance payment in accordance with Section 32 or to pay such collateral or make such advance payment in full.

Section 34 Good faith clause

(1) Should unforeseen circumstances arise during the term of the contract which have a significant technical, economic, commercial or legal impact on the contract and for which there are no provisions in the contract or the general terms and conditions or which were not taken into consideration upon the conclusion of the contract, and should it therefore become unreasonable for either party to remain bound by any of the provisions of the contract, the party affected by any such change shall be entitled to require the other party to amend the provisions of the contract to reflect the changed conditions and to take into account all the commercial, technical and legal effects on the other party.

(2) The party relying on such circumstances shall set forth and prove the facts of the matter.

(3) The party concerned shall become entitled to require an amendment of the contract provisions as a result of changes in circumstances upon the date when the party concerned first requests such amendments, except where the party concerned cannot reasonably be expected to have made such request at an earlier date.

Section 35 Confidentiality

(1) The parties shall keep the content of the contract and all information obtained thereunder by one party from the other party (hereinafter referred to as "confidential information") confidential and shall not disclose or make available such confidential information to third parties without the prior written consent of the other party, except as provided under subsection (2) of this Section 35 and Section 27. Each party shall use the confidential information solely for the purpose of performing the respective contract

(2) Either party shall be entitled to disclose confidential information obtained from the other party without written consent

(a) to an affiliated company which is subject to the same confidentiality obligations as the disclosing party,

(b) to the market area manager, which itself has entered into an obligation to keep the confidential information confidential,

(c) to its representatives, advisors/consultants, banks and insurance companies if and to the extent that such disclosure is required for the proper performance of contractual obligations and, prior to making such disclosure, such person or company has itself entered into an obligation to keep the confidential information confidential or is under a statutory obligation of confidentiality by virtue of its profession; or

(d) to the extent that such confidential information

- has already been lawfully disclosed to the party receiving such information prior to the date of its receipt from the other party,
- is already in the public domain or enters the public domain or becomes available to the public other than through the act or omission of the obtaining party, or
- must be disclosed by a party under applicable law or by a judicial or government order, or by a request of a regulatory authority.

(3) The confidentiality obligation shall end two (2) years after expiry of the contract.

(4) The foregoing shall be without prejudice to Section 28m (2) EnWG.

Section 36 Legal succession

(1) Subject to Section 19, contractual rights and obligations shall not be assigned whether in whole or in part to a legal successor without the prior written permission of the other party, which permission shall not be withheld except for reasonable cause.

(2) Assignment of all of the rights and obligations of a party under the contract pursuant to subsection (1) hereinabove to an affiliated company as defined by Section 15 of the German Stock Corporation Act (AktG) shall not require the prior permission but only the written notification of the other party.

Section 37 Contract amendments

(1) The hydrogen network operator may amend these general terms and conditions for the future if

(a) an amendment is required in order to comply with applicable laws, ordinances or legally binding orders of national or international courts or authorities – including, without limitation, decisions and related announcements by the Federal Network Agency – or to comply with generally approved technical standards and/or regulations to ensure the interoperability of hydrogen transport networks within the scope of Section 28n (1) EnWG, such as a uniform national definition of day D, or

(b) the hydrogen network operator has a legitimate interest in amendments to the contractual arrangements of network access. A legitimate interest exists in particular if the amendments are based on the creation of standardised entry and exit contracts

to ensure cross-operator network access in accordance with Section 28j (4) EnWG or on the basis of a submission of a common contractual standard in accordance with Section 28n (1) EnWG.

(2) The hydrogen network operators shall regularly notify the shippers who have at least one current transport contract with a hydrogen network operator of any planned changes in accordance with subsection (1) (a) three (3) months before such changes are intended to enter into force, giving the shippers the opportunity to comment. The hydrogen network operators shall notify the shippers who have at least one current transport contract with a hydrogen network operator of any planned amendments pursuant to subsection (1) (b) six (6) months before they are intended to enter into force. Amendments pursuant to subsection (1) (b) shall require the consent of the shippers and the hydrogen network operator. The shipper may also submit change requests that require the consent of the shippers and the hydrogen network operator. This subsection (2) shall cease to apply at the point in time at which standard contracts for network access applicable throughout Germany are agreed with the hydrogen network operators operating hydrogen networks in Germany and published.

(3) The hydrogen network operator shall inform the shipper two (2) months before the effective date of any such amendments to these general terms and conditions in text form and publish the amended terms and conditions of the contract on its website. In justified cases, the hydrogen network operator may deviate from said notice period of two months, but the notice period should in any case not be less than fifteen (15) business days. Without limitation, a justified case shall be deemed to exist if an amendment pursuant to subsection (1) (a) is required. Amendments to the general terms and conditions shall be deemed to have been accepted by the shipper unless the shipper terminates the contract within thirty (30) days of the receipt of notification thereof, with said termination taking effect from the time the amendments to the general terms and conditions become effective. The termination notice period shall be reduced to an appropriate period if the hydrogen network operator deviates from said notice period of two months pursuant to sentences 2 and 3. No compensation shall be payable to the shipper. The shipper shall not be entitled to terminate the contract if the amendment concerned does not represent any or any significant commercial or financial disadvantage to the shipper or the shipper has agreed to the amendment of the general terms and conditions pursuant to subsection (2). In the event that the shipper considers that any such amendment would represent significant financial disadvantage to the shipper, the shipper shall submit evidence of such disadvantage. The hydrogen network operator shall notify the shipper of the start of the termination notice period, and in the case described in sentence 5, of a reduced period, and of the fact that the amended terms and conditions will be deemed to have been accepted by the shipper in the event that the shipper does not terminate the contract.

(4) Amendments to tariffs and charges shall be subject to Section 24.

Section 38 Severability

(1) If any provision of this contract or the appendices hereto is or becomes ineffective or inoperable, the other provisions of this contract or appendices hereto shall remain in full force and effect.

(2) The parties shall replace any ineffective or inoperable provision by a provision with as near as reasonably possible the commercial and financial effect intended by the provision so replaced. The foregoing shall apply mutatis mutandis to matters not provided for in the contract.

Section 39 Written form requirement

Any amendment to, or termination of, this contract shall only be effective if it is made in writing. The foregoing shall also apply to any waiver of the written form requirement. The written form requirement can also be met by an advanced electronic signature in accordance with Article 26 of the European Regulation eIDAS (Regulation EU No. 910/2014 of the European Parliament and of the Council of 23 July 2014).

Section 40 Place of jurisdiction and applicable law

(1) Any disputes arising between the parties out of or in connection with the contract shall be submitted to the courts of ordinary jurisdiction.

(2) The venue for disputes shall be the place where the hydrogen network operator has its registered office.

(3) The contract shall be governed by and construed and interpreted in accordance with German law. Interstate conflict of law rules shall not apply as long as these are not mandatory law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

Section 41 List of annexes

The following annexes shall constitute an integral part of the contract:

Annex 1: Process for nomination/flow profile notification and matching for the GET H2 hydrogen network

Annex 1: Process for nomination/flow profile notification and matching for the GET H2 hydrogen network

The following rules shall apply to the processing of nominations and renominations as well as flow profile notices and adjustments to flow profile notices.

In the event of contradictions between this Annex 1 and the main part of the Terms and Conditions for the Entry/Exit Contracts Governing the Transportation of Hydrogen in the GET H2 Network of Multiple Network Operators ("GET H2 Terms and Conditions"), the provisions of the main part shall prevail.

A. Terms and definitions

The following definitions apply in addition to the definitions in Section 1 of the GET H2 Terms and Conditions.

1. **Matching hydrogen network operator**

The matching hydrogen network operator is the hydrogen network operator performing the matching process and sending the result to the initiating hydrogen network operator at the concerned connection point.

2. **Double-sided nomination**

Nomination type according to which both shippers must submit nominations independently to their respective hydrogen network operators on either side of the connection point.

3. **Initiating hydrogen network operator**

The initiating hydrogen network operator is the hydrogen network operator initiating the matching process by sending necessary data to the matching network operator at the relevant connection point.

4. **Matching**

The synchronisation of the corresponding nominations received.

5. **Flow profile notice**

A prior notification from the shipper to the hydrogen network operator about the planned hydrogen quantity that it wishes to feed into the network at an entry point from a production facility or offtake from the network at an exit point to an end consumer(s). It concerns at least one shipper and one hydrogen network operator.

6. **Network point**

An entry or exit point.

7. Nomination

Prior notification by the shipper to the hydrogen network operator of the hydrogen quantity that it wishes to feed into or offtake from the network at a network point subject to nomination (cross-border interconnection points and storage facilities). It concerns at least one shipper and one hydrogen network operator.

8. Shipper code

A shipper code is a code managed by a hydrogen network operator to identify a specific balancing group.

9. Shipper code pair

A combination of the shipper codes of a supplying and a receiving shipper at a network point.

B. Procedure for nomination and flow profile notice

1. General

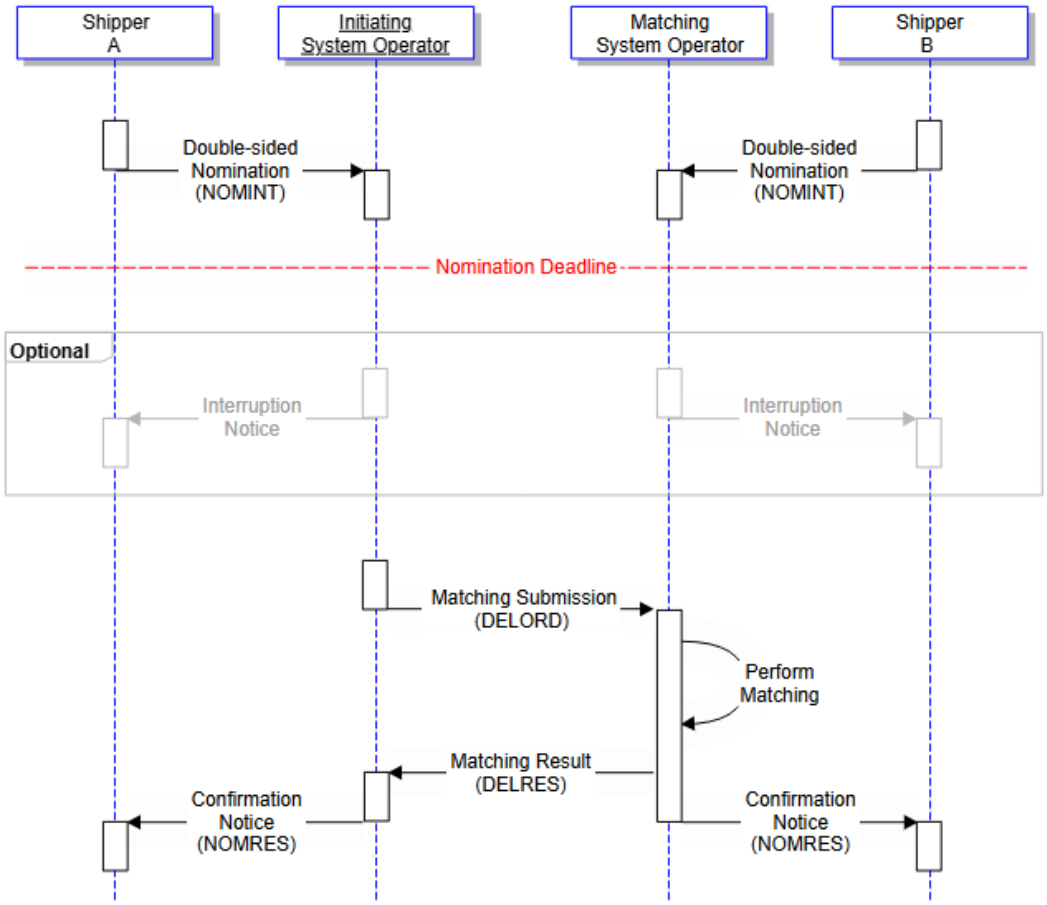
The nomination and flow profile notice deadlines mentioned in this document require the use of electronic communication between all parties involved. In addition, the hydrogen network operators can offer interactive data exchange solutions. For the communication between shippers and hydrogen network operators, the EDIG@S protocol, which is based on a common data network and a message transfer protocol, is generally used as specified by the hydrogen network operator. In addition, the hydrogen network operators provide backup solutions in the event of communication problems.

Regulations on nomination and flow profile notice also apply to the renomination and adjustment of the flow profile notice, unless expressly stipulated otherwise.

For any given gas day, the hydrogen network operator may reject nominations and flow profile notices submitted earlier than six weeks before the relevant gas day. Deviating deadlines may be specified by the hydrogen network operator, but must be agreed in the corresponding network access contracts.

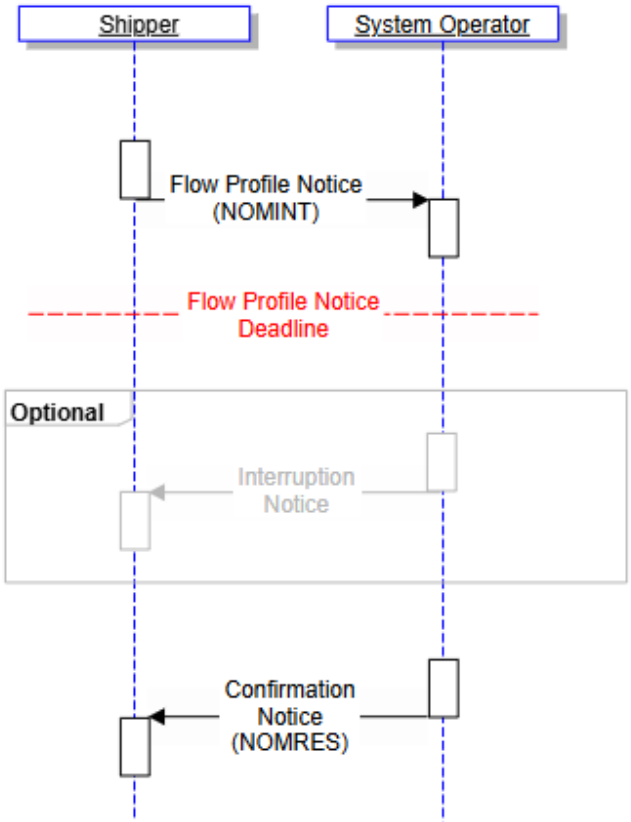
Only the last valid message received in the hydrogen network operator's communication system before the expiry of the corresponding nomination or flow profile notice deadline will be taken into account.

The following diagram summarises the nomination and matching process.



If matching at a network point is carried out at storage facilities with a storage operator, the relevant hydrogen network operator is replaced by the responsible storage operator.

The following diagram summarises the flow profile notification process.



Matching does not take place when flow profile notices are submitted.

2. Initiating hydrogen network operator and matching hydrogen network operator

The definition of the roles of the initiating and the matching hydrogen network operator at the network interconnection point require contractual arrangement in the network interconnection contract. The same applies to the definition of roles with a storage operator in the storage connection contract.

3. Handling of "mismatches" – application of the "lesser rule"

The hydrogen quantity is determined on both sides of a given network point on an identical basis. The principle of the "lesser rule" is applied when nominations are validated and confirmed. This means that if different hydrogen quantities with the same flow direction have been nominated between the supplying and receiving shippers on both sides of the network point and if neither shipper adjusts its nomination, the higher of the two values is reduced to the lower value by the hydrogen network operator making the adjustment in order to avoid a discontinuity at the network point.

In the case of opposing directions of flow and/or if there are different shipper code pairs between the supplying and receiving shippers on both sides of a network point and neither shipper adjusts its nomination, the matching hydrogen network operator will reduce the two values to 0.

4. Deadlines in the nomination, flow profile notification and matching process

(a) Nomination and flow profile notice deadline

Each shipper must

- submit a nomination with a lead time of at least two (2) hours and
- submit a flow profile notice with a lead time of at least one (1) hour.

for the use on day D to the respective hydrogen network operator via a "NOMINT" on the full hour specified by the shipper.

The nomination and flow profile notice period for day D ends three (3) hours before the end of day D.

(b) System of renominations and adjustments to flow profile notices

Shippers can

- renominate with a lead time of at least two (2) hours and
- adjust flow profile notices with a lead time of at least one (1) hour

within the renomination or flow profile notice period via a "NOMINT", which ends no earlier than three (3) hours before the end of day D.

In the case of (a) and (b), the hydrogen network operators send a "NOMRES" to the respective shipper as soon as possible to confirm the hydrogen quantities for day D.

C. Content of messages exchanged between shippers and hydrogen network operators as part of the nomination and flow profile notification process

1. Minimum data set

All messages exchanged between shippers and hydrogen network operators must contain at least the following:

- the ID of the sender and the recipient
- the ID of the relevant network point
- the relevant period, which is defined as day D
- the ID of the nomination type (in the case of hydrogen, which is relevant here, always the double-sided nomination)
- the direction of the hydrogen flow (entry or exit)
- the start and end time of the nomination or flow profile notice
- the amount of energy per hour

Information about shippers in an adjacent system can be transmitted in coded form to facilitate the technical and operational processing of shipper information. Shipper codes are assigned by the relevant hydrogen network operator.

2. Quantity information depending on the message type

The type of quantity information in the message depends on the message type:

- All "**NOMINT**" messages transmitted by the shippers to the hydrogen network operator must also contain the requested amount of energy in hours.
- All **curtailment notifications** transmitted by the hydrogen network operators to the shippers comprise a basic scope of information about the amount of energy per hour and contain the expected processed hydrogen quantities for each delivering or receiving shipper that the hydrogen network operator can transport.
- All "**NOMRES**" messages transmitted by the hydrogen network operators to the shippers consist of at least three basic blocks of information regarding the amount of energy per hour:

  (a) A first information block contains the confirmed hydrogen quantities scheduled by the hydrogen network operator, in the case of nominations including the delivering or receiving shippers in the adjacent network.

  (b) For nominations, the processed hydrogen quantities that the adjacent hydrogen network operator can transport for each delivering or receiving shipper are specified in the second information block.

  (c) A third information block contains the processed hydrogen quantities that the hydrogen network operator can transport for each delivering or receiving shipper.

  (d) In an optional fourth information block, the nominated hydrogen quantities transmitted by the corresponding shipper(s) to the adjacent hydrogen network operator are specified for nominations.

  As no matching is carried out for flow profile notices, information blocks relating to the adjacent network operator are not relevant and are not filled.

D. Acceptance and rejection of messages between hydrogen network operator and shipper

Upon receipt of the nomination or flow profile notice message, the hydrogen network operator will validate the message syntactically and semantically.

A hydrogen network operator can reject the entire message or part of the message. This is done as quickly as possible. A message can be rejected in the following cases:

- The message does not meet the content requirements and/or
- The same shipper pair is used several times for the same direction in a message, e.g., for the same time series

A network operator can reject or curtail a nomination or flow profile notice. This is done as quickly as possible. A rejection or curtailment may occur in the following cases:

- The allocated capacity of the shipper is exceeded.
- The flexibility granted to the shipper is exceeded.

- The nomination or flow profile notice is rejected or curtailed in accordance with national regulations or legally binding agreements between the hydrogen network operator and the shipper.

In the event of a rejection, the hydrogen network operator will inform the shipper, stating the reasons for the rejection.