

Excerpt of the

## **Grid Connection Agreement**

between

**NET4GAS, s.r.o.**

and

**Fluxys Deutschland GmbH  
GASCADE Gastransport GmbH  
Gasunie Deutschland Transport Services GmbH  
ONTRAS Gastransport GmbH**

for the

**Grid Connection Point (GCP)  
Brandov – Deutschneudorf EUGAL**

This Grid Connection Agreement ("**GCA**") is made between

**NET4GAS, s.r.o.,**

Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle, Czech Republic,

registered in the Commercial Register maintained by the Prague Municipal Court, File No. C 108316, Company ID No. 272 60 364, Tax ID No. CZ27260364, hereinafter referred to as "**NET4GAS**", which expression includes its successors in title and permitted assignees,

on the one hand,

and **Fluxys Deutschland GmbH**

Elisabethstraße 11, 40217 Düsseldorf, Germany,

registered with the commercial register of the Lower Court of Düsseldorf under registration no. HRB 68736, hereinafter referred to as "**FLUXYS**", which expression includes its successors in title and permitted assignees;

**GASCADE Gastransport GmbH**

Kölnische Straße 108 - 112, 34119 Kassel, Germany,

registered with the commercial register of the Lower Court of Kassel under registration no. HRB 13752, hereinafter referred to as "**GASCADE**", which expression includes its successors in title and permitted assignees;

**Gasunie Deutschland Transport Services GmbH**

Pasteurallee 1, 30655 Hannover, Germany,

registered with the commercial register of the Lower Court of Hannover under registration no. HRB 61631, hereinafter referred to as "**GUD**", which expression includes its successors in title and permitted assignees;

**ONTRAS Gastransport GmbH**

Maximilianallee 4, 34119 Leipzig, Germany,

registered with the commercial register of the Lower Court of Leipzig under registration no. HRB 22014, hereinafter referred to as "**ONTRAS**", which expression includes its successors in title and permitted assignees;

FLUXYS, GASCADE, GUD and ONTRAS are jointly referred to as the "**partners of BTG-EUGAL**"

on the other hand.

NET4GAS and partners of BTG-EUGAL are hereinafter also each referred to as a "**PARTY**" and jointly referred to as "**PARTIES**".

**Preamble**

WHEREAS, FLUXYS, GASCADE, GUD and ONTRAS are TSOs within the German market area GASPOOL interconnected with the NET4GAS INFRASTRUCTURE;

WHEREAS, NET4GAS is the TSO of the Czech gas transmission system;

WHEREAS, the EUGAL and NET4GAS gas transmission system are interconnected with each other at the German-Czech border at the GCP;

WHEREAS, EUGAL is subject of a co-ownership and the technical operation by the partners of BTG-EUGAL, a reference to the partners of BTG-EUGAL hereinafter shall in each case mean a reference to GASCADE, GUD, FLUXYS and ONTRAS acting jointly and severally, but shall in any case not be considered as a reference to a legal entity;

WHEREAS, GASCADE is currently acting as the service provider for the partners of BTG-EUGAL, in relation to the operation of the EUGAL on the German territory up to the GCP;

WHEREAS, the VIP Brandov-GASPOOL has been implemented according to Commission Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems (hereinafter referred to as “**NC CAM**”) on 1 November 2018;

WHEREAS, GASCADE is currently acting as the operator of the VIP Brandov-GASPOOL on the German side on the basis of the “Vereinbarung über die Einrichtung eines virtuellen Kopplungspunktes an der Marktraumgrenze GASPOOL-Tschechien” concluded between GASCADE, OPAL Gastransport GmbH & Co. KG, ONTRAS, FLUXYS and GUD on 15 March 2019;

WHEREAS, NET4GAS is the operator of the VIP Brandov-GASPOOL on the Czech side on the basis of an Agreement on Implementation of the Virtual Interconnection Point (VIP) in Brandov on 15 March 2019 concluded between GASCADE and NET4GAS;

WHEREAS, the GCP” shall be the part of VIP Brandov-GASPOOL;

WHEREAS, the PARTIES concluded the Agreement on the Connection of Gas Transmission Systems in Deutschneudorf-EUGAL / Brandov (hereinafter referred as “CFA”) on 23 July 2019;

WHEREAS, exit from the EUGAL is physically connected to entry into NET4GAS INFRASTRUCTURE at the geographical point where the axis of the EUGAL crosses the German-Czech state border (in the middle of the Schweinitz river), which shall be an ownership, operation and maintenance boundary between the partners of BTG-EUGAL and NET4GAS.

## 1. Definitions

All definitions set forth under this clause (written in all capital letters) will apply for the purpose of this GCA including its Annexes, in which the terms listed below shall have the following defined meaning and include the plural as well as singular.

“**ACCUMULATED IMBALANCE**” shall mean the accumulation of all IMBALANCES which is recorded in the OBA if any in terms of kWh.

“**BTS HSK**” shall mean gas metering station constructed by NET4GAS on the NET4GAS INFRASTRUCTURE on the Czech territory located near the village Hora Svaté Kateřiny.

“**CONNECTION FACILITIES**” shall mean the following assets to be operated by the PARTIES respectively at the new GCP at the German-Czech state border:

- a) GMS;
- b) EUGAL;
- c) CP;
- d) HDPE;
- e) FOC including FOC CHAMBER and ODF;
- f) Pigging Traps;
- g) TELCO Racks;
- h) FOC–A.

“**CONNECTION PIPELINE**” or **CP** shall mean the pipeline on the territory of the Czech Republic from the GCP to the BTS HSK (approx. 640 m long, DN 1 400 mm, DP 100 barg / PN 100, MOP 85 barg including the culvert under the Schweinitz river at the German-Czech state border).).

“**DELIVERY GAS PRESSURE**” shall mean the GAS PRESSURE at the GCP expressed in barg.

“**DISPATCHING CENTRE**” shall mean the personnel of either Party carrying out Dispatching.

“**DISPATCHING DATA**” shall mean reference information and values based on measurement, calculations or the exchange of data between DISPATCHING CENTRES.

“**DISPATCHING**” shall mean planning and forecasting of transmission operations, management of Gas transmission supervision and inspection of flow quantities and the Gas quantity balance as well as the pertinent exchange of DISPATCHING DATA and information.

“**EDIG@S**” shall mean the electronic data interchange protocol as published by the EDIG@S Workgroup.

“**ENERGY QUANTITY**” shall mean the amount of energy E contained in a certain NATURAL GAS VOLUME and expressed in kWh.

“**EUGAL**” shall mean the gas pipeline that is to run southward from Lubmin near Greifswald to the interconnection point at the border of Germany and the Czech Republic with a total length of approx. 485 kilometers, and running alongside the OPAL pipeline for the most part and physically connected to the NET4GAS INFRASTRUCTURE at the geographical point where the axis of the EUGAL crosses the German-Czech state border (in the middle of the Schweinitz river).

“**EUGAL SERVICE PROVIDER**” shall mean the provider of operational services, including DISPATCHING services for the partners of BTG-EUGAL. Currently the EUGAL SERVICE PROVIDER is GASCADE.

“**EXCEPTIONAL EVENT**” shall mean any unplanned event that is not reasonably controllable or preventable and that may cause capacity reductions for a limited time period, affecting thereby the quantity or quality of NATURAL GAS at the GCP, with possible consequences on interactions between NET4GAS and EUGAL SERVICE PROVIDER as well as between a PARTY to this GCA and Shippers.

“**FIBER OPTICAL CABLE – AREAL**” or **FOC-A** shall mean the optical cables laid and located in the area of the GMS or BTS HSK to ensure the data connection between each separate building.

**“FIBER OPTICAL CABLE”** or **FOC** shall mean the optical cable laid between the GMS and the BTS HSK with single mode 48 fibers designated for transfer of the Fiscal and SCADA data on-line between the partners of BTG-EUGAL and NET4GAS.

**“FLOW REPARTITION”** shall mean the procedure of repartition of the physical gas flow among the respective physical interconnection points integrated into the VIP and used for transport of the NATURAL GAS VOLUMEs nominated by Shippers on the VIP Brandov-GASPOOL or physical interconnection points on both sides of the border and matched by VIP TSOs.

**“FOC CHAMBER”** shall mean an access chamber which provides user-friendly and clean access to the fiber optic closures and over length of cables.

**“GAS DAY”** shall mean a period beginning at 06.00 a.m. Central European Time (“CET”) on a calendar day and ending at 06.00 a.m. CET the following calendar day, and the date of a GAS DAY shall be the date of its beginning calendar day as herein defined. For avoidance of doubt, on the day of the change from daylight saving time to standard time (summer time to winter time) or vice versa it consists of 23 or 25 hours.

**“GAS FLOW”** shall mean physical flow of NATURAL GAS through the GCP between EUGAL and the NET4GAS INFRASTRUCTURE.

**“GAS MONTH”** shall mean a period beginning at 06.00 a.m. on the first calendar day of a calendar month and ending at 06.00 a.m. CET on the first calendar day of the following calendar month. The name of a GAS MONTH shall be the month of its beginning day as herein defined.

**“GAS YEAR”** shall mean a period beginning at 06.00 a.m. CET on the 1<sup>st</sup> October of a calendar year and ending at 06.00 a.m. CET on 1<sup>st</sup> October of the following calendar year.

**“GAS PRESSURE”** shall mean the pressure of the NATURAL GAS above the atmospheric pressure expressed in barg.

**“GMS”** shall mean the gas metering station constructed by the partners of BTG-EUGAL on EUGAL on the German territory near vicinity of Deutschneudorf and operated to enable technical transfer of Natural Gas from EUGAL into the NET4GAS INFRASTRUCTURE and vice versa, including metering quantity and determination of gas quality parameter.

**“GRID CONNECTION POINT”** Brandov – Deutschneudorf EUGAL or **“GCP”** shall mean the point at the Czech/German border specified in Annex 3 and in Annex 4 where the NET4GAS INFRASTRUCTURE connects with EUGAL including the CONNECTION FACILITIES.

**“HDPE”** shall mean protective tubes laid between the GMS and the BTS HSK made from High Density Polyethylene, protecting Fiber Optical Cable ducts against mechanical damage and moisture.

**“IMBALANCE”** shall mean the physical flow at the GCP minus the aggregated allocated hourly quantities of all NET4GAS Shippers or of all BTG EUGAL Shippers (as the case may be) for the same hour. This is calculated every hour.

**“MAINTENANCE”** shall mean activities required or undertaken to conserve the original condition of an asset or resource in order to compensate for normal wear and tear.

**“MATCHING PROCESS”** shall mean the process of comparing nominations and renominations submitted by SHIPPERS at both sides of the VIP Brandov-GASPOOL, which results in Matched Daily Quantity for the respective Shipper Code Pairs.

**“NATURAL GAS”** shall mean a mixture of hydrocarbons and non-combustible gases that, when extracted from the subsoil of the earth in its natural state separately or together with liquid hydrocarbons, is in a gaseous state

**“NATURAL GAS VOLUME”** shall mean a quantity of NATURAL GAS  $V_n$  expressed in cubic meters ( $m^3$ ). The NATURAL GAS VOLUME in Annex 2 Metering Manual are usually related to a certain period of time (e.g. 15', hour, day, or month). If no period of time is specified, then the term NATURAL GAS VOLUME is used in its general meaning.

**“NC INT”** shall mean the Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules, or any legal instrument that may replace it in the future.

**“NET4GAS INFRASTRUCTURE”** shall mean the pipeline network operated by NET4GAS.

**“ODF”** shall mean Optical Distribution Frame integrated components in any fiber management system to handle termination and cross-connection of cables.

“**OPERATIONAL BALANCING ACCOUNT**” or “**OBA**” shall mean an account, to be used to manage steering differences between the TARGETED VALUE for the GCP and the actual GAS FLOW at the GCP in order to simplify gas accounting for Shippers involved at the GCP.

“**PIGGING TRAP**” shall mean a specific starting / receiving facility for cleaning / intelligent pigs at the beginning of EUGAL / end of CP to be operated for the purposes of future maintenance of both the EUGAL and the CP.

“**REASONABLE AND PRUDENT OPERATOR**” is used herein to describe the standard of care to be exercised by a PARTY in performing its obligations. It shall mean that the degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced operators engaged in the same line of business under the same or similar circumstances and conditions is given to the interest of the other PARTY under this GCA.

“**SHIPPER**” shall mean a NET4GAS system user and an EUGAL system user.

“**TARGETED VALUE**” shall mean the amount of NATURAL GAS to be transported over the GCP as a result of the procedure carried out between the PARTIES and operators of the VIP Brandov-GASPOOL on both sides.

“**TELCO RACK**” shall mean a supporting case that holds hardware modules and other computing equipment related to the FOC and gas metering.

“**TSO**” shall mean the Transmission System Operator

“**VIP AGREEMENT**” shall mean Agreement on Implementation of the Virtual Interconnection Point at Brandov-GASPOOL concluded by NET4GAS and GASCADE on 15 March 2019.

“**VIP Brandov-GASPOOL**” shall mean the Virtual Interconnection Point integrating the Interconnection Points Olbernhau II, Brandov-STEAGAL, Hora sv. Kateřiny, Brandov-OPAL and Brandov – EUGAL for the purpose of providing a single capacity service.

“**VIP TSO**” shall mean the TSO of the VIP Brandov-GASPOOL responsible for marketing of the available capacities and the MATCHING PROCESS on respective side of the border.



“**WORKING DAY**” shall mean all days with the exception of Saturdays, Sundays, legal holidays in Germany and/or the Czech Republic.

“**WORKING HOURS**” shall mean the portion of every WORKING DAY between 08.00 hours CET and 17.00 hours CET.

## **2. Subject of this GCA**

The subject of this GCA is to establish an agreed set of procedures for the management and commercial operation (including DISPATCHING) of the GCP and its respective facilities, with the purpose of enhancing interoperability of the interconnected pipeline systems and in order to facilitate efficient and reliable operations and the GAS FLOW at the GCP.

[...]

## **4. Exchange of information**

[...]

4.3. The procedure in case of an EXCEPTIONAL EVENT is described in Annex No 5, Article 2.1.

4.4. In case of an EXCEPTIONAL EVENT information may be transmitted by telephone and, if requested, shall be confirmed in writing.

[...]

## **7. Rules for GAS FLOW control**

7.1. In order to facilitate a controllable, accurate, predictable and efficient GAS FLOW and to minimize the deviations from the flow pursuant to the MATCHING PROCESS, the PARTIES agree upon the rules set out in Annex 1 to this GCA.

7.2. Either PARTY is entitled in following cases to reduce or to fully stop the transportation of NATURAL GAS through the GCP, if necessary, even without prior notice to other PARTIES:

- a) to avert an immediate risk to the safety of persons or to property of considerable value or to the environment;

- b) to ensure that other disruptions of third parties or disruptive impact on its own facilities or facilities of third parties are excluded;
- c) to react in case of an EXCEPTIONAL EVENT according to Article 2 a) of NC INT.

7.3. Each PARTY shall be obliged to inform the other PARTIES without undue delay about the reduction or the full stop of the GAS FLOW through the GCP and the reason thereof except stated in this GCA otherwise.

7.4. The respective PARTY shall inform the other PARTIES as soon as the reasons for the reduction or full stop no longer exist and shall coordinate with them the restoration of the GAS FLOW through the GCP.

[...]

## 9. MAINTENANCE, inspection and cleaning

[...]

9.6. During MAINTENANCE works, the OPERATIONAL BALANCING ACCOUNT can be used according to Article 5 of Annex 1.

[...]

Kassel, \_\_\_\_\_

**GASCADE Gastransport GmbH**

Prague, \_\_\_\_\_

**NET4GAS, s.r.o.**

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Düsseldorf, \_\_\_\_\_

**Fluxys Deutschland GmbH**

Hannover, \_\_\_\_\_

**Gasunie Deutschland Transport Services GmbH**

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Leipzig, \_\_\_\_\_

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**ONTRAS Gastransport GmbH**

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