

**General Terms and Conditions for the Usage of the
Market areas platform „www.marktgebiete.com“ („GT&C“)
as of February 2010**

A. General provisions

§ 1 Scope of application

These GT&C govern the relationship between the operator of the Market areas platform and the users of the Market areas platform as well as the conditions of the usage of the Market areas platform.

Modifications of these GT&C become effective only with the express written consent of the operator of the Market areas platform. An inclusion of General Terms and Conditions of users of the Market areas platform is hereby expressly contradicted.

§ 2 Definition of terms

1. **Guest** is – pursuant to section 4 paragraph 1 – a registered legal or natural person that has entered the Market areas platform and that can add capacity items to a shopping cart and view the fees for it, but cannot make an own capacity booking pursuant to section 9.
2. **Business partner** is the registered natural or legal person that has been approved by the operator of the Market areas platform, and which submits binding capacity requests where a legal person is represented by a natural authorised representative; it is prerequisite for the submission of a capacity request that after registration pursuant to section 4 paragraph 2, the business partner has been approved by one or more network operators, has concluded at least one system usage agreement with a network operator, and has named at least one authorised representative that is entitled to act in place of the business partner to make capacity requests.
3. **Capacity** is the entry and/or exit capacity in standard cubic meters per hour or in kilowatt-hours per hour.
4. **Capacity request** is a binding request for capacity at an entry or exit point within a certain period, which is submitted on the Market areas platform, and handled in the online booking system of a network operator.
5. **Capacity booking** within the stipulations of these GT&C is a binding capacity request in accordance with the Terms and Conditions for Online Booking („T&CO“) of the respective network operator, and which is aimed at the conclusion of a capacity contract, which is not rejected by the relevant network operator.
6. **Network operator** is a legal person that operates a gas supply network within the meaning of the Energy Industry Act („EnWG“), and that has connected its online booking system for booking of capacities from the gas supply network it operates to the Market areas platform, and/or whose capacities can be

booked by utilizing the Market areas platform. Network operators within the meaning of these GT&C are Gasunie Deutschland Transport Services GmbH, DONG Energy Pipelines GmbH Erdgas Münster Transport GmbH & Co. KG, EWE NETZ GmbH, ONTRAS-VNG Gastransport GmbH, Statoil Deutschland Transport GmbH and Thyssengas GmbH.

7. **User** is a natural or legal person that has registered with the Market areas platform and concluded a platform usage agreement.
8. **Platform usage agreement** is the agreement that each user of the Market areas platform has concluded with the operator of the Market areas platform by submitting a registration request in compliance with these GT&C.
9. **System usage agreement** is the agreement that a business partner concludes with the network operator according to its T&CO, and within the meaning of which the authorised representatives named by the business partner are approved for utilizing the online booking system of the network operator.
10. **Transport customer** is the status of a user account of a registered authorised representative that has been approved by the operator of the Market areas platform.
11. **Authorised representative** is a natural person who after registration is named authorised representative by a business partner in a system usage agreement. Authorised representatives can add capacity items to a shopping cart by means of the request tool of the Market areas platform, and submit binding capacity requests on behalf of the business partner with one or more network operators pursuant to section 9 of these GT&C.
12. **Four-eye-principle** is a system extension of the user account which is set up by arrangement of the business partner with at least one network operator in compliance with its T&CO for all authorised representatives of that business partner. Within the framework of the four-eye-principle, a capacity booking can only be made when a booking previously prepared by one person is reviewed and concluded by another person. Preparer and reviewer must be authorised representatives within the meaning of these GT&C and in possession of a so-called Token Card pursuant to section 4 paragraph 2 clause e).
13. **Shopping cart** within the meaning of these GT&C is the list of one or more capacity positions from the gas supply networks of the network operators, including tariffs and fees indicated for it by the network operators.

§ 3 Market areas platform

1. The operator of the Market areas platform provides an Internet platform on the website www.marktgebiete.com where capacities can be requested online from the gas supply networks of the network operators. The booking is processed within the online booking system of each network operator. The Market areas platform serves as central input mask for the online booking systems of the network operators connected to the Market areas platform. The information displayed on the Market areas platform relevant for utilizing the network is supplied by the online booking systems of the network operators that are connected to the Market areas platform.

2. Capacity contracts concluded on the Market areas platform come into effect immediately and exclusively between the business partners and the respective network operators, and are concluded and handled outside the Market areas platform. The operator of the Market areas platform does not offer any capacities itself and is not party of system usage agreements and capacity contracts concluded between business partners and network operators. The operator of the Market areas platform is not responsible for the contractual relationship between the business partners and the respective network operators.
3. A guest is – after registration pursuant to section 4 paragraph 1 – authorised to access the Market areas platform, add capacity items to a shopping cart and view the fees for it. The displayed fees are provisional since fees depend on the actual availability of each capacity. A guest cannot make a capacity booking.
4. A business partner is entitled – after the conclusion of a system usage agreement with at least one network operator and approval pursuant to section 4 paragraph 2 – to add capacity items to a shopping cart, to view the fees for it, submit binding capacity requests, and make bookings with the network operator with whom the business partner concluded a system usage agreement through an authorised representative named by the business partner.
5. The usage of the Market areas platform is free of charge for users.

§ 4 Registration

1. Guest registration
 - a) It is prerequisite for a registration as guest that the respective natural or legal person submits registration data as requested by the operator of the Market areas platform truthfully and completely in the online-registration form. A legal person can only be registered by natural authorised representatives. The proof of the authority to represent is to be produced at the request of the operator of the Market areas platform.

Every natural or legal person that intends to register as guest chooses a username and a password at registration; these are to be kept secret, and are used for authentication at login to the Market areas platform.
 - b) Upon submission of the registration data pursuant to clause a), the natural person or the authorised representative who represents a business partner agrees to the validity of these GT&C and concludes the platform usage agreement with the operator of the Market areas platform pursuant to section 5.
 - c) After registration with the Market areas platform, the guest receives an email from the operator of the platform that confirms the conclusion of the platform usage agreement and contains a link for the activation of the user account set up for the user with „Guest“ status. The user account is non-transferable.

2. Registration and approval as authorised representative

- a) It is prerequisite for a registration as authorised representative that the respective natural person submits the registration data requested by the operator of the Market areas platform in the online registration form truthfully and completely. For this purpose, the authorised representative must hold a relevant power of attorney from the business partner he or she represents and on behalf of which the authorised representative acts.

Every natural person who intends to register as authorised representative chooses a username and a password at registration; these are to be kept secret, and are used for authentication at login to the Market areas platform.

- b) Upon submission of the registration data pursuant to clause a), the respective natural person assures that he or she holds a power of attorney from the business partner he or she represents, and agrees to the validity of these GT&C, also on behalf of, and by power of attorney from, of the business partner he or she represents.

Upon registration, a platform usage agreement comes into effect between the operator of the Market areas platform and the authorised representative including the business partner who is represented by the authorised representative, pursuant to section 5.

- c) After registration with the Market areas platform, the authorised representative receives an email from the operator of the platform that confirms the conclusion of the platform usage agreement and contains a link for the activation of the user account set up for the user. At that time, the user account has initial „Guest“ status. The user account is non-transferable.
- d) In the registration form, the authorised representative has to choose the network operators whose capacities he or she wants to book online on behalf of the represented business partner. Upon submission of the registration request, the authorised representative concurrently submits the represented business partner's request for approval for the online booking system of the selected network operators, which will automatically be forwarded to the responsible network operators. For the represented business partner named by the authorised representative, the approval for the online booking system of the relevant network operator takes place after the conclusion of a binding system usage agreement and is prerequisite for making capacity bookings with the relevant network operator(s).

Once the conditions for approval for the online booking system of the requested network operator have been fulfilled in compliance with sentence 2 of this clause, the network operator will send the business partner an offer to enter into a system usage agreement, which can be accepted by the business partner. Before signing and returning the system usage agreement, the business partner has to name one or more persons who are to be authorised to act on the platform and to make capacity bookings on the business partner's behalf (authorised representatives). In addition, the business partner can opt for the four-eye-principle. The network operator will notify the operator of the Market areas platform about the result of the approval procedure and the conclusion of a system usage agreement. Until reception of the information about the conclusion of a system usage agreement, the user account will continue to have „Guest“ status.

- e) Upon reception of the information about the conclusion of the system usage agreement, the operator of the Market areas platform admits the authorised representative to non-binding and binding capacity requests for the gas supply networks of network operators that have approved the relevant business partner. Provided that the business partner has concluded at least one system usage agreement with a network operator for the authorised representative, the user account receives „Transport customer“ status. After alternation of the status from „Guest“ to „Transport customer“, the operator of the Market areas platform will issue a so-called Token Card and send it to each authorised representative named in the system usage agreement, unless they have already received a Token Card.

In addition to username and password, the Token Card is proof of identity (access code) and prerequisite for access to all technical functions of the system in the closed area of the Market areas platform and/or the online booking systems of the network operators connected to it. The Token Card is non-transferable and must not be used by other persons or companies. The Token Card issued by the operator of the Market areas platform remains property of the operator of the Market areas platform, and it is to be returned to the operator upon termination of the platform usage agreement pursuant to section 6 of these GT&C.

- f) If in the course of a capacity booking, a business partner has agreed to the „four-eye-principle“ for submitting binding capacity requests with a network operator within the scope of a system usage agreement, the operator of the Market areas platform will likewise apply this principle for all booking procedures by the authorised representatives of a business partner with all network operators in the system.
- g) In the event that required data submitted by the authorised representative in the course of the registration process change after registration, the authorised representative and/or the business partner represented by him or her are obliged to immediately bring the changed data to the attention of the operator of the Market areas platform. The platform operator will then synchronize relevant data with the network operators.
- h) The registration of a business partner who acts as natural person and who consequently does not require an authorised representative, proceeds according to the registration process for an authorised representative pursuant to this section 4 paragraph 2, without having to appoint an authorised representative. In that case, the business partner acts for himself or herself as natural person.

B. Platform usage agreement

§ 5 Conclusion and object of the contract

1. Upon submission of a registration request, a platform usage agreement between the operator of the Market areas platform and the relevant user comes into effect.
2. Upon reception of the registration request, a user account is set up for each user which initially has „Guest“ status. In this context, the user accounts of

legal persons are directly associated with the natural persons who represent them. When a business partner concludes a system usage agreement with a network operator, the user account for the authorised representatives named in the system usage agreement receives „Transport customer“ status.

3. The operator places the Market areas platform at the users' disposal according to these GT&C.
4. A claim to utilizing the Market areas platform and its functions can be made only with respect to the latest developments in technology and the technical availability of the Market areas platform.

The operator of the Market areas platform can temporarily reduce its services, when and as far as it is necessary to guarantee the security and integrity of the servers or to implement technical measures that serve the proper or improved provision of service, or in the event of unforeseeable technical failures, in particular such as the interruption of power supply or in case of a hardware or software failure, all of which may result in a failure of the Market areas platform. In such cases, users have no claim to the usage of the Market areas platform. The operator of the Market areas platform will inform users affected by such failure, and endeavour to immediately restore the availability of the Market areas platform in so far as this can be considered economically justifiable. Section 10 of these GT&C remains unaffected by above regulation.

5. The platform operator provides a customer service from 08:00 am – 05:00 pm (Monday to Friday) offering support for technical problems at the phone number published on the Internet page of the Market areas platform.
6. Access to the Market areas platform proceeds by entering username and password. In addition, technical access to the connected online booking systems is carried out by entering the numeric access code which is to be read from the Token Card. The access code will be continually generated in 60-second intervals automatically by means of a random generator, and is known to the login computer of the online booking systems for which the authorised representative has been approved. Otherwise, the T&CO of the respective network operators shall apply for the usage of the online booking systems.
7. Users are obliged to utilize the Market areas platform only in accordance with applicable laws, common decency, and the stipulations of these GT&C.

§ 6 Duration, termination, blocking, discontinuation of service of the Market areas platform

1. The platform usage agreement is concluded for an indefinite period.
2. The platform usage agreement can be terminated without notice by the operator of the Market areas platform or by a guest at all times.

The platform usage agreement can be terminated by both the operator of the Market areas platform and by the business partner and/or the authorised representative at all times within a one-month period to the end of month. All capacity bookings concluded by the end of the period of notice remain unaffected by the termination of the platform usage agreement.

3. The right to an extraordinary termination for an important reason pursuant to section 314 of the German Civil Code (BGB) remain unaffected by the preceding regulations pursuant to section 6 paragraph 2 clause 2. An important reason in particular is a grave violation of these GT&C. Section 6 clause 2 sentence 3 shall apply accordingly when executing the right to an extraordinary termination for an important reason.
4. Terminations must be in text form.
5. Upon termination of a system usage agreement, the operator of the Market areas platform is obliged to immediately block access to the online booking system of the gas supply network operated by the respective network operator directly for authorised representatives affected by such termination.

The operator of the Market areas platform will immediately notify all authorised representatives, business partners and network operators affected by such measure.

6. Discontinuation of service
 - a) The Market areas platform is offered to the users by its operator subject to change. Therefore, the operator of the Market areas platform reserves the right to discontinue the operation of the Market areas platform by giving one month notice to the end of a month without reasons. If it is deemed unacceptable to the operator of the Market areas platform to observe the aforementioned period of notice on balance of the operator's interests and the interests of the users, the Market areas platform can be discontinued without notice. The operator of the Market areas platform will immediately notify users affected by such measure.

Capacity bookings concluded before the discontinuation of service remain unaffected by the discontinuation.
 - b) The operator of the Market areas platform will endeavour to early notify users of the exact date when the operation of the Market areas platform is to be discontinued, notwithstanding the mentioned minimum period of notice in section 6 paragraph 6 clause a) sentence 2.

§ 7 Ensuring the system security of the Market areas platform

1. Users are obliged to handle their personal access codes to the Market areas platform (username, password and, if applicable, Token Card) with care. Careful handling includes in particular:
 - not to pass on information on access codes nor make them available, and in particular to prevent them from unauthorised use by a third party, and
 - not to leave the respective computer workstation unprotected or unattended after login to the Market areas platform.
2. The authorised representative and/or the business partner represented by him or her are obliged to immediately notify the operator of the Market areas platform if:
 - a Token Card has been lost, or

- there is a well-founded suspicion that an unauthorised third party may have obtained knowledge of access codes.
- 3. Users are obliged not to interfere with the system of the Market areas platform; in particular, they are not allowed to submit details for non-binding or binding capacity requests that are not supported by the system, thus circumventing the request tool provided by the system.

§ 8 Collection and utilisation of data

1. The operator of the Market areas platform is entitled to collect, store and utilize data of users and authorised representatives requested in the course of registration and for the usage of the platform for said purposes.
2. Upon termination of the platform usage agreement in compliance with section 6, the operator of Market areas platform will delete the corresponding data. The same holds when the service of the Market areas platform is discontinued pursuant to section 6 paragraph 6. If a deletion should be prevented by the legal obligation to retain data, the data will be blocked until expiry of the legal obligation to retain it.

§ 9 Procedure of capacity booking

1. In the course of adding capacities to a shopping cart, the authorised representative can select entry and exit capacities of all network operators.
2. For all entry and exit capacities added to the shopping cart, essential information relevant for capacity contracts will be displayed to the authorised representative.
3. The authorised representative can request in a binding manner the entry and exit capacities added to the shopping cart from the relevant network operators with whom the business partner has concluded an effective system usage agreement. The requests to the respective network operators proceed independently of one another and may lead to differing results.

The binding capacity request constitutes a binding declaration of intent towards the conclusion of a capacity contract with the network operator from whose gas supply network capacity is to be booked.

If the „four-eye-principle“ has been set up in the system for the business partner pursuant to section 4 paragraph 2. clause f), the submission of a binding capacity request requires – apart from the person who prepares a booking – a second authorised representative named by the business partner who concludes the booking.

4. Prior to each capacity booking, the network access conditions of the network operators from whose gas supply networks the capacity is to be booked must be expressly accepted by the authorised representative on behalf of the business partner. They become an integral part of binding capacity requests to the network operator made by the business partner.
5. The availability of capacities as indicated in the course of the booking process is a non-binding indication that merely represents the current situation at that time. A check if the capacities in the shopping cart are actually available will

occur only upon the submission of a capacity request to the responsible network operator. Capacity bookings made in the meantime by other authorised representatives can result in changes of capacities previously marked as available on the Market areas platform.

6. A capacity contract between business partner and network operator becomes effective according to the online booking terms and conditions and networks access conditions of the network operator from whose gas supply network the capacity is to be booked.

The network operator will directly inform the authorised representative and/or the represented business partner about the conclusion or non-conclusion of a capacity contract according to its online booking terms and conditions and network access conditions.

C. Final clauses

§ 10 Liability and warranty

1. The operator provides the Market areas platform, among other things, for online booking of capacities from gas supply networks of the network operators. In the process, the operator of the Market areas platform itself does not assume liability for the contracts concluded between business partner and network operator, in particular for the conduct, and the ability and willingness to perform of the business partners and/or network operators.
2. The operator of the Market areas platform assumes unlimited liability for self-induced fault and for faults through its vicarious agents and legal representatives causing damages to life, body or health, where fault comprises intent and any kind of neglect.

Furthermore, the operator of the Market areas platform assumes unlimited liability for damages from neglect of duties resulting from intent or gross neglect by the operator of the Market areas platform, its vicarious agents and legal representatives.

In cases of simple neglect, the operator of the Market areas platform assumes unlimited liability only for damages resulting from a breach of contractual obligations that put at risk the fulfilment of contractual ends (cardinal obligations), where liability for damage is limited to the amount typical for the industry and foreseeable at the time of the conclusion of the contract. The aforementioned exclusions and restrictions of liability shall equally apply to any claim against legal representatives, employees, auxiliary persons and vicarious agents of the operator of the Market areas platform.

Claims resulting from the express acceptance of guarantees and absolute liability, in particular from product liability, remain unaffected by the aforementioned exclusions and restrictions of liability.

§ 11 Changes of these GT&C and severability clause

1. The operator reserves the right to change and/or amend regulations contained within these GT&C, in particular if this is necessary to meet applicable laws or

legal enactments and/or legally binding provisions of national or international courts or authorities (e.g. provisions of the Federal Network Agency) or on account of technological innovations that enhance the security of usage of the Market areas platform.

Users will be notified of changes of, or amendments to, these GT&C 3 (three) weeks before coming into effect at the latest. If no objection is filed against the new GT&C within 2 (two) weeks (objection period) after reception of the notification, they are deemed accepted. The operator of the Market areas platform will, however, stress the significance of this time limit once more in the notification of change.

All capacity bookings already concluded by the time a new GT&C enters into effect remain unaffected by the change – they are subject to the Terms and Conditions in effect at the time of their conclusion. In the event of a contradiction, the platform usage agreement is terminated at the time when the new GT&C enters into effect.

If additional network operators connect their booking systems to, or cooperating network operators disconnect their booking systems from, the Market areas platform, the operator of the platform is entitled to adapt the list of network operators provided in section 2 paragraph 6 at all times with future effect, without the consent of the user, notwithstanding the provisions made above.

2. If a provision of these GT&C is or becomes void, all other provisions remain unaffected. The void provision is considered – if legally permissible – as replaced by another one that economically best corresponds to aim and object of the void provision in a legally effective way. In analogy, this holds for possible regulation loopholes.

§ 12 Written form, place of jurisdiction and applicable law

1. All statements submitted within the framework of a platform usage agreement to be concluded with the operator of the Market areas platform (registration procedure) and in the course of a capacity booking via the Market areas, must be in text form unless otherwise explicitly stated within these GT&C.

The email address of the operator of the Market areas platform is:

info@marktgebiete.com

The fax number of the operator of the Market areas platform is:

0341 / 443 - 1855

The postal address of the operator of the Market areas platform is:

ECG Erdgas-Consult GmbH
Foepplstrasse 3
04347 Leipzig
Germany

2. The platform usage agreement including these GT&C is subject to the law of the Federal Republic of Germany with the exclusion of the UN Uniform Sales

Law (CISG). Otherwise, in relation to the contractual relations between the business partners and the network operators, the law agreed to between the parties and/or applicable law shall apply.

3. Leipzig is exclusive place of jurisdiction for all disputes arising from the platform usage agreement and these GT&C between the operator of the Market areas platform and the users.
4. The German version of these GT&C is the only version that is legally binding for the usage of the Market areas platform. Translated versions of these GT&C for the usage of the Market areas platform exclusively serve informational purposes. Therefore, the German text shall take precedence over any translated version in case of a contradiction between the German text and the text translated into another language.
