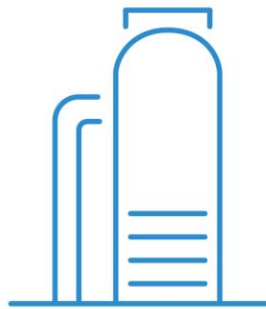




# NATURAL GAS STORAGE CONTRACT

## SUPPLEMENTARY CONDITIONS



Version of 1 April 2024

## BETWEEN THE UNDERSIGNED:

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**TERÉGA**, Société Anonyme with share capital of 17,579,088 euros, having its head office located at 40, avenue de l'Europe, CS 20522, 64010 Pau Cedex, registered in Registre du Commerce et des Sociétés de Pau under No. 095 580 841, represented by **Mr Gilles DOYHAMBOURE**, Directeur Commerce & Régulation, duly authorised for the purposes of this contract,

Hereafter the « **Storage Facility Manager** »,

And

[**Legal name**], [limited company] with share capital of [xxx] euros, having its head office located at [Address], registered in [xxx] under No. [xxx], represented by Mr [First name, NAME], duly authorised for the purposes of this contract,

Hereafter the « **Customer** »,

Or, individually referred as one « **Party** » or jointly referred as the « **Parties** ».

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## PREAMBLE

- A. The Storage Facility Manager operates two aquifer storage sites named Izaute and Lussagnet and located in the Gers (32) and Landes (40) departments.
- B. The Customer asked the Storage Facility Manager to store quantities of natural gas in its Storage Facility.

The Customer had the opportunity to ask all useful questions enabling it to subscribe to the products and services of its choice, under its full responsibility, as provided in the following articles.

In compliance with the arrangements provided in article 4.2 of General Terms and Conditions, the Customer has supplied its permit to supply natural gas in France and declares that it has concluded a natural gas transport contract with TERÉGA applicable on the effective dates of the Contract.

All capitalized terms appearing in this document are defined in article 1 of General Terms and Conditions.

In view of these elements, the following has been agreed.

## ARTICLE 1 CONTRACTUAL DOCUMENTS

The Contract defined in article 1 of General Terms and Conditions is composed of the following documents :

1. Supplementary Conditions and their appendices;
2. General Terms and Conditions and their appendices, published on [www.terega.fr](http://www.terega.fr);
3. Riders;
4. Capacity booking slips.

In signing the present Natural Gas Storage Contract, the Customer:

- ✓ acknowledges having read the General Terms and Conditions;
- ✓ expressly agrees its provisions.

The Contract cancels and replaces all prior agreements made between the Parties regarding the subscription to Storage Capacities and/or Additional Services.

## ARTICLE 2 PURPOSE

The Special Terms aim at completing the arrangements provided in General Terms and Conditions and specifying the Standard Products and Additional Services involved in the Customer's subscriptions.

### ARTICLE 3 EFFECTIVE AND TERMINATION DATES OF THE CONTRACT

Effective date of the Contract is the signature date of present Supplementary Conditions. It is concluded for an indefinite period in accordance with the provisions given in article 22 of General Terms and Conditions.

### ARTICLE 4 SUBSCRIPTIONS TO STANDARD PRODUCTS AND PRICES

The Customer's subscriptions to Standard Products under the Contract are the following:

<b>Standard Product</b>	<b>FAST</b>
Number of Storage Units	
Storage Capacity [MWh (GCV)]	
Daily Nominal Injection Capacity [MWh (GCV)/Day]	
Daily Nominal Withdrawal Capacity [MWh (GCV)/Day]	
Validity Start Date	
Validity End Date	
Storage Unit Price [EUR/MWh]	

<b>Standard Product</b>	<b>FIZZ</b>
Number of Storage Units	
Storage Capacity [MWh (GCV)]	
Daily Nominal Injection Capacity [MWh (GCV)/Day]	
Daily Nominal Withdrawal Capacity [MWh (GCV)/Day]	
Validity Start Date	
Validity End Date	
Storage Unit Price [EUR/MWh]	

<b>Standard Product</b>	<b>FAIR</b>
Number of Storage Units	
Storage Capacity [MWh (GCV)]	
Daily Nominal Injection Capacity [MWh (GCV)/Day]	
Daily Nominal Withdrawal Capacity [MWh (GCV)/Day]	

Validity Start Date	
Validity End Date	
Storage Unit Price [EUR/MWh]	

## ARTICLE 5 ADDITIONAL SERVICES

The Additional Services subscribed by the Customer are given in the following table:

Additional Service	Description	Period	Subscription
<b>Storage Data Declaration Service</b>	See <b>article 11.1</b> of General Terms and Conditions	<b>From 1 April 2024</b>	<b>Yes / No</b>

### 6.1 Bank domiciliation

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▪ **Storage Facility Manager:**

Bank name: Natixis

IBAN: FR76-3000-7999-9904-0027-0400-094

BIC: NATXFRPPXXX

▪ **Customer:**

Bank name: [xxx]

IBAN: [xxxx-xxxx-xxxx-xxxx-xxxx-xxxx-xxx]

BIC/SWIFT: [xxx]

### 6.2 Intra-Community VAT

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▪ **Storage Facility Manager:**

Intra-Community VAT (TERÉGA S.A.): N°FR59095580841

▪ **Customer:**

Intra-Community VAT: N° [xxx]

### 6.3 Guarantee

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According to article 14.1 of General Terms and Conditions, and except in the third and fourth dispensation cases:

- a) The Customer supplies the Storage Facility Manager with a Guarantee in the form of:
  - A security deposit;
  - an independent first demand guarantee issued by a first rate banking institution based in an European Union Country;
  - an independent first demand guarantee issued by its parent company.
- b) Considering the Customer's subscriptions to Standard Products and Additional Services, the Guarantee amount is equal to:

**XXX EUR**
- c) When appropriate, the Customer agrees to supply the Guarantee based on the template in Appendix 1 of General Terms and Conditions.

If this Contract cancels and replaces a prior contract, the Guarantee supplied under the prior contract remains in effect until its termination date.

## ARTICLE 7 CONTACTS

Storage Facility Manager	Customer
<p><b>TERÉGA</b> Espace Volta 40, avenue de l'Europe- CS20522 64010 Pau Cedex</p> <ul style="list-style-type: none"> <li>▪ <b>Signatory</b> Gilles DOYHAMBOURE Directeur Commerce &amp; Régulation</li> <li>▪ <b>Contacts</b> <ul style="list-style-type: none"> <li>○ SALES Gabriel André Tel: 00 33 559 13 35 43 Email: <a href="mailto:gabriel.andre@terega.fr">gabriel.andre@terega.fr</a></li> <li>Fabrice Conques Tel: 00 33 559 13 34 20 Email: <a href="mailto:fabrice.conques@terega.fr">fabrice.conques@terega.fr</a></li> <li>○ OPERATIONAL Middle Office Tel: 00 33 559 13 38 65 Fax: 00 33 559 13 36 20 Email: <a href="mailto:middleoffice@terega.fr">middleoffice@terega.fr</a></li> <li>○ INVOICING Back Office Tel: 00 33 559 13 36 57 Fax: 00 33 559 02 16 20 Email: <a href="mailto:backoffice@terega.fr">backoffice@terega.fr</a></li> </ul> </li> </ul>	<p>[xxx] [Adresse] [Adresse] [Code postal - Commune]</p> <ul style="list-style-type: none"> <li>▪ <b>Signatory</b> [First Name NAME] [Fonction]</li> <li>▪ <b>Contacts</b> <ul style="list-style-type: none"> <li>○ SALES [xxx] Tel: [xxx] Email: [xxx]</li> <li>○ OPERATIONAL [xxx] Tel: [xxx] Email: [xxx]</li> <li>○ INVOICING [xxx] Tel: [xxx] Email: [xxx]</li> </ul> </li> </ul>



Signed in Pau, on [Date], in two original copies, one for each of the Parties.

<b>Storage Facility Manager</b>	<b>Customer</b>
<b>Gilles DOYHAMBOURE</b> <b>Directeur Commerce&amp; Régulation</b>	[XXX] [xxx]