

TERMS AND CONDITIONS
FOR THE AUCTION WINDOW

FOR

Additional Yearly Volume in LOENHOUT for Storage Year 2021-2022

These Terms and Conditions for the Auction Window (TCAW) for participation to the Auction for Yearly Storage Services organized by Storage Operator are entered into between:

1. **Fluxys Belgium NV/SA**, a public limited company organized and existing under the laws of Belgium, having its registered office at 1040 Brussels, Avenue des Arts 31, entered in the registry for legal entities under the number 0426.047.853, here duly represented by

Leentje Vanhamme
Director Commercial Regulated

Hereafter referred to as "**Storage Operator**"

AND

2., a company organized and existing under the laws of....., having its registered office at, entered with the Company Register under the number....., here duly represented by

[First name, Surname,
position]

[First name, Surname,
position]

Hereafter referred to as "**Applicant**" and, when and if successfully registered by the Storage Operator, as the "**Participant**"

The Storage Operator and Storage User may hereafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

Done in, on in two copies, each Party acknowledging receipt of its copy.

WHEREAS:

- A. The Parties have entered into a Standard Storage Agreement on (the “SSA”).
- B. Yearly storage capacity on offer by the Storage Operator is limited and allocated to the interested entities through a market mechanism, being an auction process.
- C. In the framework of the SSA, the Storage Operator is willing to offer to the Applicant the possibility to subscribe Yearly Additional Volume by participating to an Auction Window under the terms and conditions as set forth in this TCAW. Such access to the Auction will be granted to the Participants’ Bidders who registers themselves, as further specified in the TCAW. This TCAW describes in further detail under which terms and conditions access is granted to the Auction Window and under which terms and conditions the Participant, that wishes to acquire Yearly Additional Volume, can submit a Bid and as the case may be, be granted Yearly Additional Volume.

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1. INTERPRETATION

In this TCAW:

- 1) all references to a clause/section, unless specified otherwise, are references to a clause/section in this TCAW; references to a paragraph are references to a paragraph in this TCAW;
- 2) all terms and names are to be interpreted according to the list of definitions of attachment 3 of the Standard Storage Agreement;
- 3) the layout, heading and (sub)sections are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this TCAW;
- 4) the description of rules, conditions and provisions only relates to the Storage Services offered via this TCAW.
- 5) all dates and time are referred to as in Belgium local time.

2. INTRODUCTION

2.1.Scope

The Storage Operator will be allocating Yearly Additional Volume as defined in detail in article 2.2 through one or several Auctions. The Services offered on the Auction Website by the Storage Operator are bound by the provisions of both the Access Code for Storage (ACS) and this TCAW. The Auction Website is available to the Participants/Bidders free of charge and the first Auction will take place on **21 October 2020, 10:00** Brussels Time. If Storage Volumes for Storage Year 2021-2022 are left after the Auction, new Auctions can be organized under the conditions described in this TCAW.

This TCAW defines the relationship between the Storage Operator and the Applicant/Participant to the Auction Window, the registration requirements and procedures for participating to the Auction Window, including the various applicable procedures and conditions throughout the Auction process and the warranties provided by each Party.

2.2.Description of the Offered services

The amount of Storage Volume sold for the Yearly Additional Volume, amounts to **636 GWh**.

The offered volume has the following characteristics:

- Service Start Date 15 April 2021 for a Service Period of one (1) Storage Year (15/04/2021-14/04/2022);

2.3.Tariff and Reserve Price

The Regulated Tariff for Storage Volume in 2020 is currently €1,88125/MWh/Year. In order to take the budgeted inflation up to 2022 already into account, the auction reserve price will start at €1,95/MWh/Year.

More information on tariffs is published on the Storage Operators website:

https://www.fluxys.com/en/products-services/empowering-you/tariffs/tariff_fluxysbelgium-storage

The Tariff for the Service contracted under this Auction will be the Cleared Price of the Auction unless the Cleared Price is equal to the Reserve Price. In the latter case, the Tariff for the Service contracted under this Auction will be the Regulated Tariff applicable in 2021 and 2022.

3. REGISTRATION

3.1.Becoming a Storage User under the SSA

For the avoidance of doubt, pursuant to the Code of Conduct, before becoming a Participant a party has to become a Storage User by signing the SSA.

In order to receive a duly completed SSA by the Storage Operator, a party has to make a request for a Storage Standard Agreement (SSA) by e-mail accompanied with its "Contact Details" (form is available

on the Storage Operators [website](#)) to info.storage@fluxys.com. No later than 3 Business Days after the request (duly completed) has been received by the Storage Operator, the requesting party will receive a SSA (in two copies) which it both must return to the Storage Operator duly signed and initialed. As from the reception by the Storage Operator of the SSA (duly signed by the Party), such Party is considered to be a Storage User. The Storage Operator will countersign the SSA and send one signed copy to the Storage User.

3.2.Participant to the Auction Window

In order to become a Participant to the Auction, the Applicant shall provide the Storage Operator with the following accurate and complete Registration Documents:

1. a Power of Attorney (as provided in article 6.1 of this TCAW);
2. this TCAW duly signed.

In accordance with the provisions of attachment C2 of the ACS, we remind you that only one Affiliated Company may participate to the Auction.

The Registration Documents shall be sent to the Storage Operator by registered mail or electronic mail with acknowledgement of receipt, to the attention of:

*Mr. Hany Aouad
Fluxys Belgium SA
Kunstlaan 31
1040 Brussels
Belgium*

The Registration Documents for the Auction must be received no later than 5 Business Days prior to the Auction Start Date.

These Registration Documents will then be subject to evaluation and acceptance by the Storage Operator in accordance with the provisions of attachment C2 of the ACS. In case of refusal, the ground for such refusal will be duly motivated and the Regulator will be informed.

3.3.Power of Attorney

The Applicant shall provide the Storage Operator with a Power of Attorney, in the form and content attached hereto as schedule 1 (the "Power of Attorney"). This Power of Attorney will appoint between one and three individuals and will be accompanied by a copy of their national ID card or passport, which needs to be certified as a true copy by an independent legal professional (e.g. notary, lawyer).

The Power of Attorney shall be signed by the duly authorized representatives of the Applicant having the power to bind the Applicant vis-à-vis third parties. The Applicant shall attach evidence of such authority to the Power of Attorney.

The Power of Attorney must satisfy all formal and substantive requirements applicable to the Applicant, including those resulting from its place of incorporation (such as witnessing, legalization and authentication requirements).

4. PRACTICAL INSTRUCTIONS

4.1. Auction Website Manual

Once the required Registration Documents (see point 3.2) are approved by the Storage Operator, Participants/Bidders shall be provided with an Auction Website Manual via e-mail. This Auction Website Manual may be amended from time to time at the Storage Operator' discretion. It is provided for information purposes only and is not binding on the Storage Operator. As such the Storage Operator is not liable for its content.

Bidders will also be invited by Storage Operator to a training session preceding the Auction Window. The date of this session will be communicated via e-mail after the Registered Documents have been approved by the Storage Operator.

4.2. Minimum requirements Auction Website

The following minimum requirements are to be met:

- Internet Explorer 8 (IE 8) or Google Chrome;
- Javascript enabled (JavaScript enables the site to refresh);
- SSL 3.0 enabled (for security reasons);
- The Participant must be registered and authenticated.

These above minimum requirements are necessary for the proper functioning of the Auction Website. It is the responsibility of the Participants / Bidders to ensure that the above components are duly available and working.

4.3. Access to the Auction Website

Once the Registration Documents are approved by the Storage Operator, Bidder identified in the Power of Attorney shall be provided with a password allowing such Bidder to access the Auction Website. For the avoidance of doubt, the password will be sent separately to each Bidder, via e-mail and must be kept confidential by the Bidder.

Upon availability of the Auction Website, 2 Business Days prior to the Auction Start Date, each Bidder shall be required to log on to the Auction Website with the username provided and the password provided by the Storage Operator. Upon logon, the Bidder will be requested to change his/her password to a new password of his/her choice. This new password will be necessary for submitting Bids in the Auction as from the Auction Start Date. Passwords are confidential. The Participant will make sure the Bidders take every measure to keep their password confidential and do not share it, even with other employees of the Participant.

This selection by a Bidder of a new password will imply that the said Bidder will take part in the Auction.

4.4. Specific Auction Website provisions

An indicative round schedule will be announced prior to the start of the Auction. The Storage Operator preserves the right to open a Round at a certain time (deviating from the indicative round schedule). In the latter case, the Bidders will be duly informed on the Auction Website.

Despite an automatic refresh is provided in the Auction Website (requires compliance with the minimum requirements for the Auction Website as defined in point 4.2), the Storage Operator might not be held responsible for a timely refresh. For that purpose, an indication of the last refresh will be displayed on the Auction Website and as the case may be, a manual refresh might be required by the Bidder in his/her browser. More details will be available in the Auction Website Manual.

4.5. Auction parameters

Following specific Auction parameters will be applicable during the Auction:

- Auction Time: shall be the Auction time of the Auction Website as published to the Bidders;
- Reserve Price for 1 lot or 1 MWh Additional Yearly Volume: 1,95 EUR/MWh (see point 2.3);
- Auction Start Date (*): 21 October 2020, 10:00 Brussels Time. If one or several other Auctions would be organized (see point 2.1), the Start Date of these following Auctions would be communicated on the website of the Storage Operator;
- Round Duration (*): a Round will have a duration of 10 minutes;
- Publication of total Demand for a Round: after the end of each Round;
- Round Opening Time (*): a Round will start 10 minutes after the previous Round was closed;
- Maximum Bid Quantity for each Bidder: total quantity offered being 636 000 lots or 636 000 MWh ('Offer');
- The smallest Bid Quantity for each bidder: 0 lots or 0 MWh;
- Price increase for the First Cycle is set at (*): 0,2 EUR/MWh;
- Price increase for the Second Cycle is set at (*): 0,05 EUR/MWh;
- Minimum allocation: 50 000 lots or 50 000 MWh.

Where necessary for the good working of the Auction, parameters with an asterisk (*) could be changed upfront the Auction. Bidders will be timely notified of such change.

5. THE AUCTION PROCESS

The Auction shall be conducted by the Storage Operator. Each Bidder can submit one Bid in each Round. The Auction is considered conclusive based on the relation between the Offer and the Demand for the Storage Service(s) of the Bidders in accordance with the rules as set forth in attachment C2 of the ACS.

5.1. Bidding process

The Bidder, in accordance with the Bid Requirements of attachment C2 of the ACS, may submit a Bid which will be considered as a binding request for contracting the Storage Services. Such Bids will be subject to the Bid Validation in accordance with the provisions of attachment C2 of the ACS. If Bidder submits no bid during a Round, the system will consider this as a bid of zero (0) lots or zero (0) MWh.

Such Bids will be entered by means of the Auction Website, except in case of fall back. In the latter case, the Storage Operator will make its best reasonable efforts to allow the Bidder to submit a Bid by a signed e-mail sent from the professional e-mail address of the authorized Bidder.

The fall back procedure described hereafter will however not apply in case of a technical problem related to the overall availability of the Auction Website. In such case, the Storage Operator will evaluate to either postpone or abandon the Auction.

5.1.1. Communication and fall-back procedure

Communication during the Auction between the Participant(s), represented by its Bidders, and the Storage Operator can be performed by the following means:

- (i) The Storage Operator can publish information to the attention of all Bidders by means of a message window in the Auction Website. The Bidders are accountable for the timely reading of those messages;
- (ii) The Storage Operator and a Bidder can contact each other by means of telephone. For the Storage Operator the number +32 2282 7794 is applicable. The content of the conversation may be recorded by the Storage Operator, and used as evidence. The Participant will inform its Bidders of such recording. A Bid cannot however be submitted or modified by telephone.
- (iii) The Storage Operator and a Bidder can contact each other by means of e-mail. For the Storage Operator the email address info.storage@fluxys.com is applicable. A Bid cannot however be submitted or modified by email unless in case of fall back as specified in 5.1.

It is the Participant's entire and sole responsibility to ensure that it timely submits a Valid Bid in each Round. In particular, the Participant's attention is drawn to the fact that there may be some time lag between the submission of a Bid and the receipt by the Storage Operator of such Bid. The Participant shall ensure that all equipment used by it in connection with the Auction operates properly.

For Bids received by e-mail, the "Fall Back Bidding Form", clearly indicating the Round ranking number, has to be used as enclosed in Schedule 3 of this TCAW. The "Fall Back Bidding Form" will only be accepted:

- (i) When the receipt time of the e-mail by the Storage Operator is still before the Round is published, as established by the Auction Time;
- (ii) The Bid is evaluated as valid by the Bid Validation process as described in attachment C2 of the ACS;
- (iii) Upon request of the Storage Operator, the Bidder shall provide the Storage Operator with satisfactory evidence and description of the technical problem.

5.2. Allocation process

When the Auction is considered to be conclusive, the Storage Operator will perform the allocation process in accordance with the attachment C2 of ACS. If the quantity allocated to the Participant after the allocation process does not fulfill the Minimum allocation (as defined in point 4.5), then no Storage Services will be allocated to Participant.

Remaining quantities of unallocated Storage Services will be allocated pro-rata the unfulfilled allocations¹ of Participants who did fulfill the Minimum allocation.

¹ Difference between the quantity requested in the last Round where Demand was higher than Offer and the quantity allocated in accordance with attachment C2 of ACS.

5.3. Performance of the Yearly Additional Volume:

The submission of a Bid constitutes a legally binding offer on the part of the Participant which for the Storage Volume allocated to the Storage User pursuant to and in accordance with the TCAW shall be a legally binding commitment on Participants' part, governed by the Main Conditions for Storage (SSA and the ACS).

Storage Operator shall only be considered to perform the Storage Volume if Storage Operator has executed the necessary Service Confirmation for Contracting (as defined in the SSA).

6. OTHER PROVISIONS

6.1. Obligations and Liabilities

The Participant and/or its Bidders will not commit any act that would be constitutive of market abuse as defined in Regulation (EU) 596/2014 of the European Parliament and the Council of 16 April 2014 on market abuse or Regulation (EU) 1227/2011 of the European Parliament and the Council of 25 October 2011 on wholesale energy market integrity and transparency (REMIT regulation).

As to liabilities, article 10 of attachment 2 of the Standard Storage Agreement will apply.

6.2. Warranties

6.2.1. Warranties by the Storage Operator

The Storage Operator makes no warranty regarding the quality or continuous availability of the Auction Website or the reception or saving of Bids in the event of technical or other problems beyond its reasonable control.

6.2.2. Representations and Warranties by the Applicant/Participant

In addition to article 9 of attachment 2 of the Standard Storage Agreement, the Applicant/ Participant warrants and represents:

- (i) None of its Affiliated Companies is trying to take part in the Auction;
- (ii) The information set forth in the Power of Attorney is complete and accurate in all material respects (the Storage Operator cannot be held liable for the correctness of the data submitted for registration). The Applicant / Participant understands that the Storage Operator needs to process and use, for the purposes of organizing the Auction, the personal data of Applicant's representatives identified in the Power of Attorney and represents that it has informed these individuals of such processing and that they have agreed with such processing; The Applicant/Participant warrants and represents that it is in compliance with the Belgian Act of December 8, 1992 on data protection;
- (iii) It determines independently its participation in the Auction, without any contact with a competitor as to the frequency and the level of its bidding. Its Bidders have been made aware of the obligations and the penalties set by article 101 of the Treaty on the functioning of the European Union, article 2 of the Belgian *Loi sur la protection de la concurrence économique /*

Wet tot bescherming van de economische mededinging and article 314 of the Belgian Criminal Code.

- (iv) It has not already sold, even on a conditional basis, the capacity which is being awarded through the Auction;
- (v) Its Bidders will only place Bids for capacity pursuant to a *bona fide* estimate of Participant's actual needs. The Applicant / Participant will not engage in hoarding behavior.

6.3.Termination – Rolling back (“rewind”)

Bidders may at any time before the Auction Start Date refrain from participating in the Auction by notifying the Storage Operator in writing.

The Storage Operator may, if reasonably necessary for technical or operational reasons or in the event of particular circumstances, such as manifest collusion, decide to terminate the Auction. In such case, the Storage Operator shall immediately notify Participants or Bidders in writing of such decision, without prejudice to the possibility to exclude one or several Participants. Participants or Bidders shall have no claim or right in relation to any such termination or exclusion.

In exceptional circumstances having a *force majeure* nature, the Storage Operator may also decide to roll-back (“rewind”) the Auction to the place where it was before such exceptional circumstances began. If the Storage Operator makes use of this possibility, it will report about such circumstances in a report to the Regulator.

6.4.Amendment of the Auction Rules

At any time before the fifth (5th) Business Day preceding the Auction Start Date, and subject to approval by the Regulator, the Storage Operator may, if reasonably necessary to improve or facilitate the Auction, amend the Auction Rules. The Storage Operator shall immediately notify Participant and Bidders, via e-mail, of such decision.

Participant shall be deemed to consent to an amendment of these Auction Rules if it does not give notice of withdrawal within three (3) Days following notification of such amendment by the Storage Operator.

6.5.Confidentiality clause

For the avoidance of doubt, article 17.2 of attachment 2 of the Standard Storage Agreement regarding the confidentiality shall apply to all information obtained by the Parties in the framework of this TCAW and its execution.

For purposes of transparency and the good working of the auctioning, the Storage Operator shall however publish Demand information after each Round on an aggregated basis for purposes of preserving the Bidders' anonymity in accordance with the provisions of attachment C2 of the ACS.

6.6. Notices

Without prejudice to the rules applying to communications made when an Auction is in progress (including the fallback procedure, as the case may be), all notices in writing pursuant to this TCAW shall be given by registered mail or electronic mail (confirmed by registered letter or by express courier service), to the following addresses of the Storage Operator: info.storage@fluxys.com or

*Fluxys Belgium SA
Mr. Hany Aouad
Kunstlaan 31
1040 Brussels
Belgium*

Any notice pursuant to this article, shall be deemed effective as of the following points in time:

- (i) if sent by registered mail, on the date on which such letter is delivered or a first attempt at delivery is made;
- (ii) if sent by electronic mail, on the date that such mail is delivered.

6.7. Choice of financial security

Regarding its choice or adaptation² (as the case may be) of financial security as set out in the SSA, the allocated Storage User shall determine and communicate its choice of financial security (either a Financial Bank Guarantee or Gas Pledge) by registered mail to the Storage Operator at least two months before the start of the Storage Year. In case the Storage User opts for a Financial Bank Guarantee such guarantee shall be provided by the Storage User at latest 5 Business Days before the start of the Storage Year.

In case Storage User opts for a Gas Pledge, in accordance with attachment H1.G of the ACS, Storage User undertakes to make the Gas Pledge enforceable against third parties.

6.8. Language

All communications pertaining to the Auction shall be in the English language only.

The convention used for writing numbers in this TCAW is that the space is used to indicate multiples of a thousand and the comma as the decimal point.

6.9. Miscellaneous

The Applicant shall not be entitled to assign or transfer, even on a conditional basis, any right it may have in respect or as a result of the Auction to any other party, including an Affiliated Company, before it has duly signed the SCFC (as defined in the SSA) based on the outcome of the Auction.

This TCAW creates no rights in favor of third parties.

In case of contradiction, the provisions in this TCAW take priority on the attachments to the Access Code for Storage.

² Storage Users where the conditions for Financial Security as provided for in the STA remain unchanged and where the validity date of the existing Financial Security is still valid for the contracted Service Period do not have to adapt their Financial Security.

6.10. Governing Law and disputes

These Auction Rules shall be governed and construed in accordance with the laws of Belgium, to the exclusion of its conflicts of law provisions.

Any dispute, controversy or claim arising out of or in connection with these Auction Rules shall be finally settled in accordance with article 20 of attachment 2 of the SSA.

Schedule 1

To be printed on Applicant's letterhead, completed consistently with applicable law, and sent to the Storage Operator in accordance with Article 3 of the TCAW

POWER OF ATTORNEY³

This Power of Attorney and expression herein shall have the respective meaning given in this TCAW and is limited in time to the corresponding Auction subject to this TCAW.

Company name: _____

Jurisdiction of incorporation: _____

Company address (registered office): _____

Company VAT Number: _____

E-mail Address _____

[Company] ("Company"), validly represented by _____ and _____, hereby authorizes (appoint, name and constitute) the following persons (signature appearing beside of each authorized person being a true and correct signature), to act as a Bidder on behalf of the Company and only in case of Registration of the Company by the Storage Operator as a Participant, by signing below.

1. Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

Signature: _____

Date: _____

[If applicable:]

2. Name: _____

Title: _____

E-mail address: _____

Telephone number _____

Signature: _____

Date: _____

³ To be delivered as a deed and/or to be notarized if so required by the laws of the place of incorporation of Bidder

Each of the Bidders granted with this power of attorney, in the name and on behalf of the Company, to do any of the following in relation to the Auction, acting alone:

1. Submit Bids and make and receive communications in relation to Bids of [Company] during the Auction;
2. Take any actions and do all things necessary or useful to fulfill obligations of [Company] arising from the Auction or otherwise required or appropriate under the Auction Rules for the Auction.

In accordance with the article 17.4 of the SSA the undersigned Storage Users representative are duly authorized as director(s)] or [other title] of [Company] to execute in its name and on its behalf this power of attorney, and due evidence of such authority is attached hereto. The undersigned Storage Users representative represent(s) that this power of attorney complies with all formal and substantive requirements applicable under the law of the jurisdiction of incorporation of [Company], including without limitation witnessing, legalization and authentication requirements.

Place, date: _____

Name: _____

Signature: _____

In the presence of⁴: _____

Signature: _____

Place, date: _____

Name: _____

Signature: _____

In the presence of: _____

Signature: _____

⁴ In some jurisdictions, signature of a notary or witness may be required.

Schedule 2

[Fluxys Belgium letterhead]

REGISTRATION EVALUATION

[Name of the Primary Contact Person]

[Company Name]

[Company Address]

Dear _____:

Admission as a Participant

This Registration Evaluation and expressions herein shall have the respective meaning given in this TCAW and is limited in time to the corresponding Auction subject to this TCAW.

Hereby Storage Operator informs you that, following review of your Registration Documents, [Company] ,

Either:

- Has been admitted as a Participant in the Auction

The Bidders allowed submitting Bids on your behalf, as identified in your Power of Attorney, and with their respective personal usernames are:

➤	Name _____	Username _____
➤	Name _____	Username _____
➤	Name _____	Username _____

Their initial password will be sent to each of them separately.

(Only in case of a Participant) Other information from the Storage Operator to the Participant:

Either:

- : Has not been admitted as a Participant in the Auction on the grounds of :

Either:

- Storage Operator requires following additional information for the Registration Evaluation

We attach your signed copy of the TCAW which has been countersigned by Fluxys Belgium's representatives.

You must ensure that you continue at all times to satisfy the criteria for qualification and that all information set forth in your Registration Documents shall remain true, accurate and valid. You must notify us in writing of any change in any information set forth in your Registration Documents.

This letter shall be governed by and construed in accordance with the laws of Belgium.

Sincerely yours,

[Name]

[Title]

Schedule 3

To be printed on Applicant's letterhead, completed consistently with applicable law, and sent to the Storage Operator in accordance with Article 3 of the TCAW

FALL-BACK BIDDING FORM

Hereby Bidder (Name): _____ acting on behalf of (Company) _____ in this Auction in accordance with the TCAW and Power of Attorney, declares that he was not able to perform a Bid during the open status of the Round of the Auction, in spite of all its best efforts to submit such Bid during the request of the Storage Operator.

The Bidder hereby request the Storage Operator to submit the following Bid on behalf of the above mentioned Bidder/Participant in accordance with the TCAW and the attachment C2 of the ACS. In particular, the provided Bid Quantity has to be consistent with the Bid Requirements in order to be accepted. Valid Bids will accordingly be taken into account in the Demand of the related Round:

Round Number (of the ongoing Round)	Bid Price for the given Round (as set by the Storage Operator)	Bid Quantity (to be expressed in lots)

Bidder hereby accepts that Storage Operator will only on a reasonable basis introduce the Bidder's Bid and as such cannot be held responsible for the timely introduction of the Bid.

Place, date: _____

Name: _____

Signature: _____