Annex 2

Supplementary Entry/Exit Contract Terms & Conditions of Fluxys TENP GmbH

("STC")

This is a legally non-binding English convenience translation of the German document: „Ergänzende Geschäftsbedingungen für den Ein- und Ausspeisevertrag (entry-exit-System) der Fluxys TENP GmbH (gültig ab 01. Oktober 2026)".
Please note that the legally binding document is the document „Ergänzende Geschäftsbedingungen für den Ein- und Ausspeisevertrag (entry-exit-System) der Fluxys TENP GmbH (gültig ab 01. Oktober 2026)".

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Section 1 Scope

This Annex 2 sets out additional rules and requirements for contracts of Fluxys TENP GmbH ("**Fluxys TENP**") and is an integral part of the General Terms & Conditions for Entry/Exit contracts of Fluxys TENP GmbH ("**GTC**").

Section 2 Capacity products

Fluxys TENP is marketing in the market area Trading Hub Europe ("**THE**") on the basis of a statistical capacity model the following capacity products in accordance with Section 9 GTC:

a. Entry/Exit Firm Freely Allocable Capacity ("**FZK**").

b. Conditionally Firm Freely Allocable Entry Capacity ("**bFZK**"):

Conditionally Firm Freely Allocable Capacity is basically firm capacity which is freely allocable over the entire market area THE with access to the Virtual Trading Point of the market area THE ("**VTP THE**"), but is subject to usage restrictions under specific temperature conditions in the network. In accordance with Section 9 para. 1 c) GTC, the bFZK marketed by Fluxys TENP is defined as **$bFZK_{temp}$**.

According to Section 9 para. 4 Sentence 1 GTC, the firm and interruptible parts of the $bFZK_{temp}$ are assigned to the following temperature conditions:

(i) $bFZK_{temp}$ is firm freely allocable in the entire market area THE when the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeney (DTN Weather Services) is below zero (0) degrees centigrade.

(ii) In case the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeney (DTN Weather Services) is between zero (0) and eight (8) degrees centigrade, 46.67 per cent of the $bFZK_{temp}$ is considered as FZK. The remaining 53.33 per cent of the $bFZK_{temp}$ can be interrupted in this case.

(iii) In case the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeney (DTN Weather Services) is above eight (8) degrees centigrade, the entire $bFZK_{temp}$ can be interrupted.

Fluxys TENP publishes daily the firm and/or interruptible parts of the $bFZK_{temp}$ as well as the forecast of the previous day for the average daily temperature at the meteorological station Essen-Bredeney (DTN Weather Services) in accordance with Section 9 para. 4 Sentence 2 and 3 GTC in the Client Portal „MyFluxys" of Fluxys TENP.

c. Dynamically Allocable Capacity ("**DZK**"):

For the usage of the DZK, the provisions of Section 5 para. 4 GTC shall apply additionally.

In accordance with Section 9 para. 3 Sentence 1 GTC, the capacity allocation restrictions of the predetermined entry or exit points, which enable a usage of the DZK on a firm basis, are published in Annex 4 STC.

d. Interruptible Entry/Exit Capacity ("**uFZK**").

Section 3 Bundled booking points

An overview of the booking points at which bundled capacities are offered by Fluxys TENP is published in the Client Portal „MyFluxys" of Fluxys TENP.

All booking points which are not marked as bundled booking points in this overview are currently offered as not bundled, in accordance with Section 8 para. 1 Sentence 2 GTC.

Section 4 Bundled nominations

An overview of the booking points at which Fluxys TENP is acting as active or passive transmission system operator for bundled nominations is published in the Client Portal „MyFluxys" of Fluxys TENP.

At booking points where Fluxys TENP is not the active transmission system operator, Fluxys TENP is the passive transmission system operator.

Section 5 Capacity tariffs

All capacity tariffs which Fluxys TENP publishes in accordance with Section 25 para. 1 Sentence 2 GTC on its website in the tariff sheet are net amounts. Dues and taxes, e.g. the value added tax, shall be paid by the shipper in addition.

Section 6 Invoicing and payment

1. Invoicing

   Fluxys TENP shall invoice the shipper on a monthly basis the fees for the capacity booked at the VIP Germany-CH, by the third (3rd) Working Day of each month. In this respect, the following billing periods will be invoiced:

   - Yearly, Quarterly and Monthly bookings for the current month
   - Day-Ahead and Within-Day bookings for the previous month.

   The invoice amounts including value added tax shall be remitted without discount to the specified account of Fluxys TENP not later than the tenth (10th) Working Day from the invoice date.

2. The invoices are issued by means of electronic invoicing. Fluxys TENP will make the original invoices available for download for each shipper after login in the Client Portal „MyFluxys" of Fluxys TENP.

3. Payments are considered to be made in time, if the amounts concerned are credited to the account indicated by Fluxys TENP within the deadlines indicated.

4. Unless there are manifest errors, objections to the invoices shall not entitle the shipper to delay, reduce or withhold payment. Such objections, if justified, shall confer a claim to refund only.

5. In the event that the shipper does not remit invoiced and due amounts, after a reminder with a reasonable grace period, Fluxys TENP shall be entitled to stop the transports. The shipper will remain obligated to pay the fee until the end of the term of the contract, however for three (3) months as a maximum.

Section 7 Invoice format

The contracting parties agree and consent to invoices being sent in the electronic PDF format for all invoices between the parties in accordance with Section 27 (38) No. 1 Value Added Tax Act (UStG). This does not affect the possibility for the contracting parties to send an invoice in an electronic format in accordance with Section 14 (1) Sentence 6 Value Added Tax Act (UStG) before 1 January 2027, subject to prior agreement.

Section 8 Provisions regarding virtual interconnection points

Fluxys TENP may transfer all rights and obligations of entry and exit capacity contracts, which are concluded at a virtual interconnection point ("**VIP**") in accordance with Art. 19 (9) of Regulation (EU) 459/2017, to another company, if such company takes over the responsibility to market capacity at the respective VIP or at a newly set up VIP, to which the capacity of the previous VIP is added to. Fluxys TENP will inform the shipper timely in advance of the transfer.

Section 9 Place of jurisdiction and language

1. As clarification to Section 44 para. 2 GTC, the place of jurisdiction for disputes arising from this contract shall be Düsseldorf.

2. For these STC the German wording shall be decisive. In case of any inconsistencies between the German version and the English translation, the German version shall therefore prevail.

Section 10 Contact person

The contact person at Fluxys TENP for questions regarding the GTC and STC is Alexandra Moussa. These are her contact details:

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