

Agreement
on Implementation of a
Virtual Interconnection Point (VIP)
in Waidhaus
("VIP Agreement")

between

NET4GAS, s.r.o.
Na Hřebenech II 1718/8
14021 Praha 4 - Nusle
Czech Republic
Identification No.: 272 60 364
registered in the Commercial Register at the Municipal Court in Prague, section C,
enclosure 108316

-hereinafter referred to as "N4G"-

and

GRTgaz Deutschland GmbH
Zimmerstraße 56
10117 Berlin
Germany

-hereinafter referred to as "GRTgaz D"-

and

Open Grid Europe GmbH
Kallenbergstraße 5
45141 Essen
Germany

-hereinafter referred to as "OGE"-

hereinafter referred to individually as "Party"
or collectively as "Parties"

[...]

Article 1 – Definitions

The terms used in this VIP Agreement shall have the meaning as defined by the IA Waidhaus MEGAL (as specified below), unless provided otherwise.

IA Waidhaus MEGAL shall mean the “Interconnection Agreement Waidhaus MEGAL” dated 1 October 2007 as amended.

IA Waidhaus Ruhrgas shall mean the “Interconnection Agreement Waidhaus Ruhrgas” dated 1 October 2007 as amended.

Virtual Interconnection Point shall mean two or more interconnection points which connect the same two adjacent entry-exit systems, integrated together for the purposes of providing a single capacity service.

VIP Waidhaus-NCG shall mean the Virtual Interconnection Point Waidhaus integrating the Interconnection Point Waidhaus Ruhrgas and the Interconnection Point Waidhaus MEGAL.

New Capacity Contracts shall mean capacity contracts concluded for periods starting 1 March 2019, 6:00 AM and later, including contracts concluded in the day-ahead or within-day auction on 28 February 2019 for the Gas Day 1 March 2019, related to the VIP Waidhaus-NCG.

Old Capacity Contracts shall mean capacity contracts concluded until 1 March 2019, 6:00 AM related to respective IPs, with an exception of contracts concluded in the day-ahead and within-day auction on 28 February 2019 for the Gas Day 1 March 2019.

Article 2 – Business rules

2.1. Nomination and Matching Process

Under this VIP Agreement:

2.1.1. OGE shall act as Active System Operator and N4G shall act as Passive System Operator at the VIP Waidhaus-NCG.

**Excerpt of designated VIP Agreement for VIP Waidhaus-NCG,
consultation by NET4GAS, 21 December 2018**

- 2.1.2. N4G shall act as Initiating Transmission System Operator and OGE shall act as Matching Transmission System Operator at the VIP Waidhaus-NCG.
- 2.1.3. OGE shall be responsible for the Matching Process at the VIP Waidhaus-NCG for New Capacity Contracts and for Old Capacity Contracts of GRTgaz D and OGE.
- 2.1.4. GRTgaz D and OGE shall receive each their Nominations for their Old Capacity Contracts. GRTgaz D shall send all these Nominations to OGE. OGE shall receive Nominations for all New Capacity Contracts from the German side. OGE shall aggregate same Shipper Code Pairs Nominations from German side assigned to respective IPs or VIP within the VIP Waidhaus-NCG to perform the Matching Process between N4G and OGE. OGE shall send the results of the Matching Process for the Old Capacity Contracts of GRTgaz D to GRTgaz D.
- 2.1.5. More detailed description of the Matching Process including application of Single-sided Nomination process is defined in the IA Waidhaus MEGAL, which shall be used as a basis for performing Matching Process at the VIP Waidhaus-NCG.
- 2.1.6. Single-sided Nomination process shall be performed at the VIP.

2.2. Operational Balancing Account

The OBA of IP Waidhaus MEGAL and the OBA of IP Waidhaus Ruhrgas are merged into one OBA for the VIP Waidhaus-NCG [...]. The rules of the IA Waidhaus MEGAL stipulated in "Article 3.6 Flow Control/Imbalance handling/Allocation" shall apply for OBA of the VIP Waidhaus-NCG.

Article 3 – Final Provisions

[...]

3.4. Miscellaneous

[...]

- 3.4.10 The communication process in case of an Exceptional Event shall be performed according to the IA Waidhaus MEGAL.

**Excerpt of designated VIP Agreement for VIP Waidhaus-NCG,
consultation by NET4GAS, 21 December 2018**

Moreover, in case the result of the Matching Process is or could be affected by an Exceptional Event the Parties shall inform their Shippers about the possible impact on the Matched Quantity at the VIP Waidhaus-NCG / respective IP and expected and actual end of the Exceptional Event. [...]

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