

[Letterhead of Bidder]

**Dr. Peter Röttgen, Managing Director**

Deutsche Energy Terminal GmbH  
Luise-Rainer-Straße 5  
40235 Düsseldorf

**Attention: Dr. Andrei Zschocke, SVP Capacity Planning and Marketing**

[•] 2026

Dear Sir

**LETTER OF AGREEMENT TO OFFERING TERMS – Wilhelmshaven 02 LNG TERMINAL  
("Letter of Agreement")**

Pursuant to the capacity offerings in relation to the Wilhelmshaven 02 LNG terminal (WHV02), Germany to be conducted by or on behalf of Deutsche Energy Terminal GmbH ("**DET**") in respect of capacity for Q4 2026 ("**Offering**"), we hereby confirm in respect of any bid made by us in such Offering ("**Bid**"), that we acknowledge and agree to the following:

1. We have read and understood, and we unconditionally and irrevocably accept:
  - a. the terms and conditions of the Offering process as described on Prisma and the DET information memorandum ("**Offering Announcement**");
  - b. the WHV02 Terminal Use Agreement (the "**TUA**"); and
  - c. the WHV02 Conditions of Use,

each in the form as issued by DET, together with all related Annexes, Schedules, appended forms, clarifications and addenda (if any) thereto (together, the "**Bid Documents**").

2. We acknowledge and agree that any deviation, exception, assertion, or assumption to the terms and conditions of the Bid Documents or similar forming part of our Bid or being the basis of our Bid shall be deemed to have been rejected by DET. In submitting our Bid, we agree to be legally bound by all the terms and conditions of the Bid Documents.
3. We confirm that:

*[please select the applicable option and delete any not applicable option]*

- a. [**OPTION 1A (Rated User)**]: We have an Acceptable Credit Rating and have provided DET with documentation evidencing such credit rating to the reasonable satisfaction of DET.

We agree to furnish to DET a Base LC in accordance with the terms of the TUA.]

- b. [**OPTION 1B (Rated User)**]: We currently do not have, or cannot demonstrate to the reasonable satisfaction of DET that we have, an Acceptable Credit Rating, but we are a wholly-owned subsidiary of an Affiliate that holds an Acceptable Credit Rating and we have provided DET with documentation evidencing such corporate structure and credit rating to the reasonable satisfaction of DET.

We agree to furnish to DET a Base LC in accordance with the terms of the TUA.]

**[Letterhead of Bidder]**

- c. [**OPTION 2 (Affiliate-Rated User)**]: We currently do not have, or cannot demonstrate to the reasonable satisfaction of DET that we have, an Acceptable Credit Rating, but we are a subsidiary (other than a wholly-owned subsidiary) of an Affiliate that holds an Acceptable Credit Rating, and we have provided DET with documentation evidencing such corporate structure and credit rating to the reasonable satisfaction of DET.

We agree to furnish to DET a Base LC and either a Parent Company Guarantee from an Acceptable Guarantor or an Additional LC in accordance with the terms of the TUA.]

- d. [**OPTION 3A (Unrated User)**]: We currently do not have or cannot demonstrate to the reasonable satisfaction of DET that we have, an Acceptable Credit Rating, and we are not a subsidiary of an Affiliate that holds an Acceptable Credit Rating. We have furnished or, at least five (5) days before the relevant date in "Offering date and products" set forth in the Offering Announcement issued by DET in respect of the Offering, will furnish to DET a Letter of Credit (substantially in the form set out in Schedule 5 of the TUA) for an amount of six million Euros (€6,000,000) which expires no earlier than thirty (30) days after the relevant date in "Offering date and products" set forth in the Offering Announcement issued by DET in respect of the Offering.

We agree to furnish to DET a Base LC and an Additional LC in accordance with the terms of the TUA.]

- e. [**OPTION 3B (Unrated User which is an existing user)**]: We currently do not have, or cannot demonstrate to the reasonable satisfaction of DET that we have, an Acceptable Credit Rating, and we are not a subsidiary of an Affiliate that holds an Acceptable Credit Rating, but we are a party to an existing terminal use agreement with DET which is in full force and effect.

We agree to furnish to DET a Base LC and an Additional LC in accordance with the terms of the TUA.]

4. We acknowledge and agree that any credit support provided by us in respect of the Offering (if applicable) will be released by DET:
- a. in case of a successful Bid – as soon as we have furnished DET with:
    - (1) the Base LC; and
    - (2) if required, the Additional LC or a Parent Company Guarantee according to the requirements of the TUA; or
  - b. in other cases – as soon as DET has informed us that our (single) Bid, or all of our (multiple) Bids, (as the case may be) has/have not been successful.

5. We

*[please select the applicable option and delete any not applicable option]*

**[Letterhead of Bidder]**

[**OPTION 1:** have provided, or will provide at least five (5) days before the relevant date in "Offering date and products" set forth in the Offering Announcement issued by DET in respect of the Offering, to DET a signed non-disclosure agreement in the form as set out in the Offering Announcement.]

[**OPTION 2:** refer to our existing non-disclosure agreement dated [XX].]

6. We have provided, or will provide at least five (5) days before the relevant date in "Offering date and products" set forth in the Offering Announcement issued by DET in respect of the Offering, to DET a signed and completed form of the KYC questionnaire in the form as set out in the Offering Announcement.
7. If any of our Bids is declared successful, we shall execute a TUA with DET promptly following the Offering, in substantially the form provided in the Bid Documents, completed with the details of the allocated Unloading and Regasification Slot(s) according to our Bid, and any execution blocks required for execution of the TUA. We shall execute a counterpart of such execution version TUA provided by DET promptly on request by DET and shall provide such counterpart promptly to DET. We shall perform or procure the performance of all further acts and things, and shall execute and deliver or procure the execution and delivery of such further documents (in each case, at our own expense), as may be required or as may be necessary to implement and/or give effect to the transactions contemplated by the Offering and the TUA.
8. Capitalised terms used in this Letter of Agreement, which are not defined in this Letter of Agreement, have the respective meanings given in the TUA.
9. This Letter of Agreement is governed by German Law.

Yours faithfully,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title/Position: \_\_\_\_\_