**THIS DRAFT LETTER CONTAINS SUGGESTED WORDING FOR USE BY PARTIES WHO HAVE ALREADY SIGNED VERSION 2.0 (a) OR 2.0 OF THE EFET GENERAL AGREEMENT CONCERNING THE DELIVERY AND ACCEPTANCE OF NATURAL GAS, AND POTENTIALLY ALSO THE GASPOOL APPENDIX VERSION 1.1(a) OR ITS EARLIER VERSION, AND WANT TO INTRODUCE THE RESPECTIVE AMENDMENTS CONCERNING THE MERGER OF THE GERMAN GAS MARKET AREAS.**

**THIS DRAFT LETTER WAS PREPARED BY EFET’S MEMBERS EXERCISING ALL REASONABLE CARE AND DUE DILIGENCE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING FROM ITS USE IN ANY PARTICULAR CASE OR JURISDICTION.**

**[LETTERHEAD OF FIRST SIGNATORY]**

[Insert counterparty contact details]

[Insert Date]

Dear Sirs

**Re: Trading Hub Europe amendments to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas**

We refer to the European Federation of Energy Traders General Agreement Concerning the Delivery and Acceptance of Natural Gas entered into between us dated [ ] (the "**General Agreement**") [and to the Gaspool Appendix to such General Agreement that we entered into with you on [ ] (the "**Gaspool Appendix"**)].

The market areas of NetConnect Germany GmbH & Co. KG and GASPOOL Balancing Services GmbH have been merged to create the new market area of Trading Hub Europe GmbH (THE). The new joint THE market area is expected to start operations on 1 October 2021.

[In light of this merger, the Gaspool Appendix should no longer be applicable and, further, the terms and conditions of the General Agreement alone will be sufficient to govern transactions concerning the delivery and acceptance of Natural Gas at the expected THE virtual trading point. Given this, we wish to terminate the Gaspool Appendix that we have entered into with you, and introduce further changes to the General Agreement that will allow for a smooth transition to the new THE market area.] [In light of this merger, we wish to introduce changes to the General Agreement that will allow for a smooth transition to the new THE market area.]

**We therefore ask you to confirm your agreement in accordance with § 23.3 (*Amendments*) of the General Agreement to the amendments detailed below by signing and returning the attached duplicate copy of this letter.**

Provided that the THE Market Area Merger is implemented, the following amendments shall be made to the General Agreement:

1. [As of 06:00 hrs. CEST on the effective date of the THE Market Area Merger, any Gaspool Transactions (as defined in the Gaspool Appendix in place between the Parties) that are not fully settled between the Parties shall no longer be governed by such Gaspool Appendix but shall continue to be governed by the terms of the General Agreement; the Parties shall not be required to re-execute and re-exchange Confirmations in respect of any such Gaspool Transactions that will be covered by the General Agreement going forward. For the avoidance of doubt, the Parties shall also not be required to re-execute and re-exchange Confirmations in respect of any transactions for delivery at the NCG Virtual Trading Point that will be covered by the General Agreement going forward;
2. The Gaspool Appendix in place between the Parties shall terminate with effect of the effective date of the THE Market Area Merger, 06:00 hrs. CEST;]
3. Any Covered Individual Transactions shall be amended so that, as of the effective date of the THE Market Area Merger, 06:00 hrs. CEST, the Delivery Point shall be the relevant THE Virtual Trading Point;
4. As of the effective date of the THE Market Area Merger, 06:00 hrs. CEST, unless otherwise agreed by the Parties in relation to Covered Individual Transactions, any references to a Commodity Reference Price for delivery at the NCG Virtual Trading Point and/or the Gaspool Virtual Trading Point (as defined [in the Gaspool Appendix,] in the General Agreement, and/or in any Individual Transaction in place between the Parties) by a specific Price Source in any Covered Individual Transactions shall be replaced by a reference to the relevant Commodity Reference Price for delivery at the THE Virtual Trading Point by that specific Price Source.
5. The Parties shall agree on any operational issues in order to guarantee the full implementation of the transfer of deliveries to the THE Virtual Trading Point.

For the purposes of the above:

"**Covered Individual Transaction**" means any Individual Transactions under the General Agreement entered into before or after the date of countersignature of this letter and with a Total Supply Period that extends beyond the effective date of the THE Market Area Merger, 06:00 hrs. CEST, and (i) whose Delivery Point is the Gaspool Virtual Trading Point (as defined in [the Gaspool Appendix,] the General Agreement, and/or in any Individual Transaction in place between the Parties) and/or at the NCG Virtual Trading Point, and/or (ii) who have any references to the Gaspool Market Area (as defined in [the Gaspool Appendix,] the General Agreement, and/or in any Confirmation in place between the Parties) or to the NCG Market Area in the Commodity Reference Price definition;

"**NCG Market Area**" means the German market area H-Gas and L-Gas initially set up by NetConnect Germany GmbH & Co. KG;

"**NCG Virtual Trading Point**" means the H-Gas and L-Gas virtual trading points in the NCG Market Area;

"**THE Market Area**" means the German market area H-Gas and L-Gas set up by Trading Hub Europe GmbH;

"**THE Market Area Merger**" means the merger of the NCG Market Area and of the Gaspool Market Area (as defined in [the Gaspool Appendix,] the General Agreement, and/or in any Confirmation in place between the Parties) into the THE Market Area;

"**THE Virtual Trading Point**" means the H-Gas and L-Gas virtual trading points in the THE Market Area.

Unless the context otherwise requires, expressions and words defined and references construed in the General Agreement shall have the same meaning when used in these amendments.

This letter shall be governed by the law and the provisions of § 22 (***Governing Law and Arbitration***) of the General Agreement which are expressly incorporated herein by this reference. **Except as amended above, the General Agreement shall remain unamended and continue in full force and effect.**

Please would countersign and return one copy of this letter to signify your agreement to its terms.

Yours faithfully

……………………………………………….

For and on behalf of [ ]

**We agree to the terms of the above letter.**

…………………………………………..

For and on behalf of **[ ]**