

Registration Agreement

**for the Auction 2008
under the Gas Release Programme**

BETWEEN:

(1) E.ON Ruhrgas AG ("E.ON Ruhrgas")

AND

(2) _____ ("Applicant")

WHEREAS:

- A. E.ON Ruhrgas is in the process of implementing the Gas Release Programme ("GRP") through which it will offer for sale through several auctions certain quantities of gas for which it has contracted on a long-term basis;
- B. Implementation of the GRP will require E.ON Ruhrgas to provide information which it considers confidential to those considering participation in the GRP (each an "applicant");
- C. Applicant wishes to acquire this information in order to consider participating in the GRP;
- D. E.ON Ruhrgas needs to collect certain data from applicants for the effective implementation of the GRP.

IT IS HEREBY AGREED THAT:

1 OBJECT

- 1.1 The object of this agreement (the "Agreement") is to register the Applicant with E.ON Ruhrgas (i) to enable Applicant to gain access to information on the GRP on a password protected area of the E.ON Ruhrgas Website (the "GRP Website") and to make a decision whether to participate in the GRP, and (ii) to enable E.ON Ruhrgas to provide for an effective implementation of the GRP.
- 1.2 Upon signing of this Agreement, Applicant declares to be interested in receiving further information from E.ON Ruhrgas on the GRP, and E.ON Ruhrgas shall register Applicant as a potential interested bidder for the GRP and make the GRP Website available to Applicant. However, E.ON Ruhrgas makes no representation or warranty regarding the continued availability of the GRP Website.
- 1.3 The rights and obligations set forth in Sec. 312e, subsection 1, sentence 1 No. 1 to 3 and sentence 2 German Civil Code (§ 312 e BGB "*Pflichten im elektronischen Geschäftsverkehr*") shall be excluded with respect to the contracts to be entered into during the course of the GRP.

2 NON-DISCLOSURE

- 2.1 Without the prior written consent of E.ON Ruhrgas, Applicant shall not initiate, accept or engage in any contact concerning the GRP with the directors, employees or external advisors of E.ON Ruhrgas except those persons specifically designated by E.ON Ruhrgas on the GRP Website.

In this Agreement, unless the context otherwise requires, the term "Applicant" shall include any managing director, employee and/or external advisor of, or any

other person retained by, Applicant or any of its affiliates, which shall hereinafter be referred to as a "Representative" and jointly as "Representatives".

- 2.2 All business, product, financial, operational and marketing information, or other information or documentation relating to the GRP or to E.ON Ruhrgas and its business, which is disclosed to Applicant preceding or during the GRP orally or in writing, including, but not limited to, the Information Memorandum, as well as, but not limited to, analyses, compilations, forecasts, studies or other documents prepared by Applicant and/or the Representatives containing or otherwise reflecting such information (hereinafter collectively referred to as the "Confidential Information") shall be kept confidential, shall be used solely for the purpose of evaluating whether and in which manner Applicant intends to participate in the GRP and shall not be used in any other way.
- 2.3 The term Confidential Information does not include the Summary Information Memorandum and any information which,
- (a) at the time of its disclosure to Applicant or thereafter, is generally known by, or available to, Applicant or the public, provided that such is not the result of any violation by Applicant and/or any Representative of any of the terms and conditions set forth in this Agreement; or
 - (b) was available to Applicant and/or any Representative on a non-confidential basis from a source other than E.ON Ruhrgas or their external advisors, unless Applicant or the Representatives, as the case may be, should reasonably have known that the information was obtained unlawfully by such other source; or
 - (c) has been independently acquired or developed by Applicant and/or any Representative, as the case may be, without violating any of the obligations pursuant to this Agreement and without using any of the Confidential Information.
- 2.4 Applicant shall not disclose the Confidential Information in whole or in part to any person or entity except to its direct and indirect controlling shareholders, as

defined in Sec. 17 German Stock Corporation Act (§ 17 *Aktiengesetz*: "*abhängige und herrschende Unternehmen*"), financial institutions potentially financing its acquisition of gas in the GRP, and those Representatives that are directly involved in the GRP and who need to know such information for that purpose.

Applicant shall use its best efforts to ensure that, except for the persons referred to in the previous sentence, no other persons or entities shall become acquainted with the Confidential Information.

In order to achieve this, Applicant shall procure in any event that any person to which Confidential Information may be disclosed and which is not subject to a statutory confidentiality obligation, prior to such disclosure, shall have acknowledged the contents of this Agreement and shall have committed himself or herself to Applicant to unconditional and strict compliance with the terms and conditions set forth herein, or to terms substantially equivalent hereto, as if he or she were a party hereto.

2.5 The terms and conditions set forth under sec. 2.4 herein do not apply with respect to Confidential Information or any part thereof that must be disclosed by Applicant or any of the Representatives pursuant to mandatory law or binding orders of competent governmental entities or regulatory authorities or a competent court or arbitral tribunal, provided, however, that Applicant or the Representative(s), as the case may be, in such event shall have given, to the extent legally possible, written and timely notice of such obligation to E.ON Ruhrgas prior to any disclosure to whichever person or entity, in order to provide E.ON Ruhrgas with the opportunity to consult Applicant or the Representative(s), as the case may be, on the contents of the Confidential Information that shall be disclosed to third parties or on the time, manner or form of disclosure, or on the desirability of submitting the scope of such obligation to a court of law; furthermore, Applicant or the Representative(s), as the case may be, shall exercise its reasonable efforts to ensure that confidential treatment shall be accorded to the Confidential Information to the maximum extent possible.

2.6 Without the prior written consent of E.ON Ruhrgas, Applicant shall neither directly nor indirectly, make any oral or written representation concerning facts or acts

which relate to the GRP or are set forth in this Confidentiality Agreement to any person or entity. The terms set forth under sec. 2.5 above apply by analogy.

- 2.7 All materials embodying, or copies of, Confidential Information, with the exception of analyses, compilations, forecasts, studies or other documents prepared by Applicant or its Representatives, shall be returned to E.ON Ruhrgas immediately upon first request of E.ON Ruhrgas and no copy of such documents shall be retained by Applicant or the Representatives.

The analyses, compilations, forecasts, studies or other documents prepared by Applicant or the Representatives with respect to the Confidential Information shall be destroyed upon request made by E.ON Ruhrgas.

The foregoing shall not apply to any materials (or copies thereof) which Applicant or the Representatives may be required to retain under applicable law. It shall also not apply as long as the GRP continues and the Applicant continues to be registered.

3 NON-RELIANCE

- 3.1 The Confidential Information does not entitle Applicant to exercise any right or license, except as expressly set forth in this Agreement. Applicant expressly acknowledges that Confidential Information which is disclosed to it or to the Representatives prior to, during or in connection with the GRP as well as any other documents, correspondence and/or oral information made available, or directed, to Applicant or the Representatives, shall not constitute any offer or advice on behalf of E.ON Ruhrgas. Applicant furthermore acknowledges that such information, representation, etc. or the information contained therein shall not form the basis of any investment decision or contractual commitment by Applicant.

- 3.2 Applicant acknowledges that E.ON Ruhrgas shall not have any obligation to accept any offer or proposal made during the GRP by Applicant, without regard to

the contents of such offer or proposal. Applicant shall furthermore not be entitled to claim on E.ON Ruhrgas any form of exclusivity with respect to the GRP.

- 3.3 Applicant shall hold neither E.ON Ruhrgas nor its external advisors responsible in any respect with regard to the completeness or accuracy of information contained in the Summary Information Memorandum or the Information Memorandum and/or in any other oral or written representation made by, or on behalf of, E.ON Ruhrgas or its external advisors in connection with the GRP, nor shall Applicant in any respect hold E.ON Ruhrgas or its external advisors liable in this context, except to the extent that a potential agreement to which the GRP may give rise, may contain representations and warranties providing otherwise.
- 3.4 In the event that the GRP shall lead to the conclusion of an agreement between Applicant and E.ON Ruhrgas, Applicant shall be prepared to state that it has not relied on, or been induced to enter into such agreement by, any representation or warranty, save as expressly given in such agreement.
- 3.5 In the event that the GRP shall not be followed by the conclusion of an agreement between Applicant and E.ON Ruhrgas, Applicant shall not hold E.ON Ruhrgas nor its external advisors liable for any damages suffered or costs incurred, as long as the decision of E.ON Ruhrgas not to conclude an agreement was made in good faith. As long as an agreement has not been entered into by Applicant and E.ON Ruhrgas, E.ON Ruhrgas shall be free, for whatever reason advanced in good faith, not to conclude the agreement.

4 RESTRICTIONS ON QUALIFICATIONS OF RELATED PARTIES

- 4.1 Applicant understands and agrees that where two or more Related Parties have registered for participation in the auction under the GRP, not more than one of these parties shall subsequently be qualified for the auction. E.ON Ruhrgas may make a corresponding request to Applicant to designate the relevant Related Party for the purposes of the auction, and where Applicant does not respond within the time period indicated by E.ON Ruhrgas, E.ON Ruhrgas shall be entitled

to exclude Applicant and its Related Parties from the auction, or designate a qualifying Related Party itself.

- 4.2 Related Party, for the purposes of this Agreement, means any legal entity or person affiliated with Applicant pursuant to Sec. 15 of German Stock Corporation Act (*§ 15 Aktiengesetz: "verbundene Unternehmen"*).
- 4.3 E.ON Ruhrgas may request, at any time, information and evidence from Applicant in order to review the status of applicants as Related Parties. E.ON Ruhrgas may exclude Applicant from the GRP and further access to the GRP Website or Confidential Information if Applicant makes incorrect statements, or refuses further information, regarding its status as a Related Party of other applicants.

5 REGISTRATION DETAILS

- 5.1 Applicant hereby provides the registration details required by E.ON Ruhrgas for the purposes of Applicant's registration in the attached Schedule. Applicant shall confirm these registration details if and when required by E.ON Ruhrgas.
- 5.2 Applicant understands and agrees that if, at any point in time, it wishes to amend the registration details or withdraw the registration Applicant shall do so by informing E.ON Ruhrgas at the address shown on its GRP Website via fax or letter. Any change of circumstances indicated in the Schedule shall immediately be communicated to E.ON Ruhrgas.

6 DE-REGISTRATION

Applicant acknowledges and agrees that E.ON Ruhrgas shall have the right to de-register Applicant where E.ON Ruhrgas considers in good faith that any of the undertakings herein or conditions for registration have been breached by

Applicant and/or Representatives or if E.ON Ruhrgas decides, in its reasonable discretion, that the registration conditions have to be modified.

7 REPRESENTATION AND WARRANTIES

7.1 Applicant represents and warrants to E.ON Ruhrgas that:

- (a) (**Participation**) it will be allowed to participate in the GRP, i.e. it does not belong to those companies in which E.ON Ruhrgas and/or E.ON AG, or companies affiliated with E.ON Ruhrgas or E.ON (group companies) pursuant to sec. 36 sub-section 2 of the German Act Against Restraints of Competition (*§ 36 Absatz 2 Gesetz gegen Wettbewerbsbeschränkungen, GWB*), have an equity interest or voting rights of more than 10 %, or any power of veto in these companies' corporate bodies, as described in the Summary Information Memorandum;
- (b) (**Status**) it is duly organised as a company and validly existing under the laws of the jurisdiction of its organisation or incorporation (and, if relevant under those laws, in good standing) and acting for commercial purposes;
- (c) (**Financial standing**) it is of good financial standing, able to pay its debts as they fall due, not insolvent and not subject to the appointment of an administrator or receiver;
- (d) (**Power**) it has the power to enter into this Agreement and to perform its obligations hereunder and as a bidder under the GRP, has taken all necessary action to authorise the execution, delivery and performance of this Agreement, and acts in compliance with all applicable laws, in particular public procurement laws potentially applicable to it and competition law, in particular if Applicant belongs to a group of joint bidders;

(e) **(Principal)** it has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise).

7.2 Upon request of E.ON Ruhrgas, Applicant shall provide E.ON Ruhrgas with written evidence confirming any of the representations and warranties set out in sec. 7.1.

8 GOVERNING LAW

This Agreement is governed by, and shall be construed in accordance with, German law.

9 DISPUTE RESOLUTION

9.1 All disputes arising out of, or in connection with, this Agreement shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) (the "DIS Rules") without recourse to the ordinary courts of law.

9.2 The place of arbitration shall be Düsseldorf, Germany.

9.3 The language of the arbitral proceedings shall be (i) German, if Applicant is an entity incorporated or represented by a branch office (*Niederlassung*) in Germany or a German-speaking country and (ii) English in all other cases.

Applicant:

Company Name:	
By (1): (Signature)	By (2): (Signature)
Name:	Name:
Function/Department:	Function/Department:
Date:	Date:

E.ON Ruhrgas:

E.ON Ruhrgas AG	
By (1): (Signature)	By (2): (Signature)
Name:	Name:
Function/Department:	Function/Department:
Date:	Date:

Applicant Data

Company name: _____

Contact person: _____

Title: _____

Contact address: _____

Contact Tel.: _____

Contact Fax: _____

E-mail address: _____

Company type (please tick checkbox):

Gas trading company

Regional distributor

Local distributor

Trader, Broker

Other: _____