

REMIT Agreement – OMV Gas Storage GmbH

between

OMV Gas Storage GmbH
Trabrennstrasse 6-8
1020 Vienna, Austria

hereinafter referred to as “OGSA”

and

Customer
Address
Postcode, Country

hereinafter referred to as "Customer"

OGSA and Customer are hereafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

- A. Article 8 of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (“REMIT”) and the Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (“Implementing Acts”) set out the rules for the reporting of fundamental data as defined in article 2(1) of the Implementing Acts (“Fundamental Data”) amongst others to the Agency for the Cooperation of Energy Regulators (“ACER”);
- B. The purpose of this Agreement is to enable the Customer at its request to comply with its Data reporting obligations under Article 9(9) of the Implementing Acts (“Reporting Obligation”). The start date of the Reporting Obligation is 7 April 2016 in accordance with Article 12 of the Implementing Acts (the “REMIT Reporting Start Date”).
- C. GIE (Gas Infrastructure Europe) is the European association representing the interests of transmission, storage and LNG regasification system operators towards European institutions. GIE is registered as Registered Reporting Mechanism (RRM) and offers Data reporting services to OGSA in accordance with REMIT, its Implementing Regulation, the Supporting Documents and the latest procedures, standards and electronic formats published by ACER, as amended from time to time;

- D. The Customer mandates OGSA to report on behalf of Customer the required Data according to Article 9(9) of the Implementing Acts through GIE to ACER.

Now therefore, the Parties agree as follows:

Article 1 – REPORTING SERVICES

1.1 The Customer appoints and authorises OGSA to report Data according to Article 9(9) of the Implementing Acts set out in Clause 1.2 to GIE and GIE to ACER on the Customer's behalf as from the REMIT Reporting Start Date ("Reporting Services").

1.2 OGSA shall, at the request of the Customer, render the following Reporting Service on behalf of Customer:

- the amount of gas that Customer has stored in the OMV-Storage Pool at the end of the gas day, no later than the following working day, according to Article 9(9) of the Implementing Acts.

1.3 The Reporting Obligation and, accordingly, the Reporting Services, remain at all times subject to change as a result of further regulatory developments and ACER guidance.

Article 2 – OBLIGATIONS AND RESPONSIBILITIES OF OGSA

2.1 OGSA shall use its IT system to report Data (see Article 1.2) on behalf of Customer via GIE to ACER according to the Implementing Acts.

2.2 OGSA will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of its IT system at all, but will not be responsible for:

- any suspension, interruption, temporary unavailability or fault occurring in the provision of the IT system of OGSA and/or GIE, provided OGSA has not acted with gross negligence in connection herewith;
- any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties or other circumstances for which OGSA is not responsible, including Force Majeure
- the further processing of, or failure to process, any data following OGSA's reporting of such data via GIE to ACER.

Article 3 – DATA RESPONSIBILITY

3.1 OGSA shall not be held responsible for any information directly sent by the Customer to ACER.

3.2 If OGSA is unable to transfer all or some of the Data via GIE to ACER, then OGSA will provide the missing data as soon as possible.

If OGSA becomes aware of an error in the data, it will use reasonable efforts to rectify such error and re-submit the relevant correct data.

Article 4 – TERM OF THE AGREEMENT AND TERMINATION

4.1 The Agreement shall become effective on the date of signature and shall be effective as long as the customer has a valid storage contract with OGSA or holds storage capacity at the OMV Storage Pool and OGSA has been informed accordingly. The Agreement will terminate automatically if these conditions are no longer valid.

4.2 The Parties may terminate this Agreement at any time by giving written notice to the other party at the latest three (3) months prior to the requested termination date.

4.3 On termination of this Agreement for any reason OGSA will stop providing the Reporting Services as the case may be.

4.4 Termination shall not affect rights or obligations accrued at the time of termination. Any provision of this Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

Article 5 – FEES

OGSA provides this service free of charge

Article 6 – FORCE MAJEURE

6.1. Neither Party shall be responsible for any failure to fulfill any of their obligations, if such failure is caused by Force Majeure (as defined below). The affected party shall be excused from performance that has been prevented by the Force Majeure event for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented. In such a case the other party shall, to the same extent, be released from its corresponding obligations.

6.2. The party concerned shall, as soon as possible after the occurrence of Force Majeure, give notice and full particulars thereof to the other party, whereupon the parties shall consult with respect to the appropriate measures to be taken. Irrespective of such consultation the parties concerned shall immediately take all technically and economically reasonable measures to limit any damages and to restore conditions for the performance of its obligations.

6.3. Except as provided otherwise, each party shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of Force Majeure.

6.4. "Force Majeure" shall mean events or circumstances that have the effect of making it impossible or unlawful for the affected party to perform its obligations, in whole or in

part, where such events or circumstances (i) are beyond the control of that party, (ii) were not attributable to that party, and (iii) could not have been prevented, overcome, or remedied by the asserting party in whole or in part through the exercise of reasonable due diligence.

6.5. If the requirements set out in the definition of Force Majeure are satisfied, then Force Majeure events and circumstances shall include, but shall not be limited to, (a) Act of God, expropriation or confiscation of facilities, act of public enemy, war, civil war, revolution, rebellion, insurrection, sabotage, riot, civil disturbance, terrorism and any credible threat of any of the foregoing;

(b) fire, explosion, hurricane, tornado, earthquake, volcano, abnormally severe weather conditions that have no history of regular occurrence or other natural event;

(c) plague, epidemic, pandemic, embargo, sanction or other restriction on export of goods, services or technology, quarantine, action or inaction by any competent authority;

(d) strike, lock-out or any other industrial action or labour dispute involving an enterprise or business of the affected party or its agents or subcontractors and

(e) officially ordered actions by authorities to be taken by storage provider according to Regulation (EU) No 994/2010 of the European Parliament and of the Council of 20 October 2010 concerning measures to safeguard security of gas supply („SoS-Directive“) resp. according to any legal regulation launched on basis of this directive in Austria such as the Austrian Gas Act 2011 and the “Energielenkungsgesetz”

(f) any event or circumstance or a combination of the same of a nature analogous to any of the foregoing.

6.6. Force Majeure events and circumstances shall definitely exclude inability to comply with the obligation to pay the consideration according to Article 5.

6.7. If a Force Majeure event persists for more than 9 (nine) months the parties to the Storage Contract shall make best endeavours to agree amendments to the contract.

Article 7 – LIABILITY

7.1. Each party shall be solely liable for the fulfilment of the obligations arising from this contract.

7.2. Each party shall be liable to the other in accordance with the statutory provisions on tort. With the exception of personal injury, culpable liability shall be restricted to cases of wilful misconduct or gross negligence.

7.3. In the event that OGSA is liable, liability for consequential damages, loss of profits or indirect damages shall – to the extent legally permissible – be excluded. The liability of OGSA shall be limited to 25,000 EUR per year.

Article 8 – CONFIDENTIALITY AND DISCLOSURE

The Parties shall consider the following information to be confidential:

- The terms and conditions of this Agreement;
- Any Data transferred by market participant pursuant to Clause 1.2. Though OGSA shall be entitled to use such data as deemed required by OGSA to perform the Reporting Services under Clause 1.2;
- Technology, data, know-how, processes, studies, plans, reports, results, instructions and other information exchanged between Parties in order to set up and operate their IT systems in connection with this Agreement and in particular to ensure the IT systems' security and reliability;
- Other information indicated as confidential by the providing Party.

This confidential information can be disclosed by a Party without the consent of the other Party if required to be disclosed by law, regulation or a court order. The same also applies if the confidential information is disclosed to any of the Parties' professional advisers or to the company controlling the Customer according to Article 2(36) of Directive No 2009/73/EC as well as to subcontractors of OGSA involved in REMIT reporting.

Any data or information provided by one Party to the other Party pursuant to this Agreement shall be used by the receiving Party only for the intended purposes and in connection with this Agreement and for no other purpose without the prior written consent of the disclosing Party. Any such data or information and any intellectual property rights contained therein shall remain the property of the disclosing Party such that the receiving Party shall have no other rights as to such information or data save as set out in this Agreement.

Article 9 – SEVERABILITY

In case individual provisions of the agreement are or become legally ineffective or impracticable, the effectiveness of the remaining provisions shall not be affected thereby. The parties agree to replace the provision that has become ineffective by a legally effective provision that is, in economic and technical terms, equivalent for both parties.

Article 10 – APPLICABLE LAW; DISPUTE RESOLUTION

The Storage Contract shall be governed by and construed in accordance with the laws of Austria (excluding rules and regulations governing conflict of laws as well as the UN Convention on the International Sale of Goods).



All disputes or claims arising out of or in connection with this contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The seat of the arbitration tribunal shall be in Vienna; language of the arbitration proceedings shall be German unless both Parties mutually agree that the language shall be English. The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by the applicable law and to the extent not already in the public domain.

Article 11 – FORM; LANGUAGE

Amendments and changes shall only be effective if made in writing and if duly signed by both parties.

Vienna, XX.XX.2025

OMV Gas Storage GmbH

Customer