

Natural Gas Storage Contract (NETRA)

Reference: ____

Contract parties: OMV Gas Storage Germany GmbH
c/o GÖRG Partnerschaft von Rechtsanwälten mbB,
Kennedyplatz 2, 50679 Cologne, Germany

Name and address of customer

Agreed elements of the contractual relationship:

- General Terms and Conditions of OMV Gas Storage Germany GmbH for Storage Services (Storage-GTC)
- Product Information & Marketing Procedure of OMV Gas Storage Germany GmbH
- General Terms and Conditions of PRISMA European Capacity Platform GmbH

Service: **Standard Bundled Units** (see Storage Curves in Annex I)

Total committed capacity from/to		NETRA
Injection rate firm:		MWh/h
Injection rate firm & interruptible:		MWh/h
Withdrawal rate firm:		MWh/h
Withdrawal rate firm & interruptible:		MWh/h
Working gas volume:		MWh

Term: **dd.mm.yyyy**, 6 am to **dd.mm.yyyy**, 6 am

Tariff: **EUR** /Standard Bundled Unit/month (excl. taxes)

NETRA Entry/Exit Capacities must be acquired separately.
For each injected MWh 0.49 EUR will be charged additionally as energy costs.

Number of invoices: 12

Security : Advance payment / Bank guarantee / Parent Company Guarantee:
EUR - to be furnished by **dd.mm.yyyy**.

Customer is not obliged to furnish a security deposit if the customer fulfill a minimum rating of BBB- according to the grading of the rating agency "Standard and Poor's" or an equivalent minimum grading of another rating agency.

VAT number:

Dispute resolution and applicable law:

This Agreement shall be construed and governed by the substantive law of the Federal Republic of Germany, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980" (CISG).

Any disputes which arise in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the German Institution of Arbitration (DIS), ousting the jurisdiction of the ordinary courts. The number of arbitrators shall be three (3). Seat of arbitration shall be Cologne. The language to be used in the arbitral proceedings shall be German unless the 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.

Annexes:

The following annexes constitute an integral part of this Natural Gas Storage Contract:

Annex I – Storage Curves

Cologne, date month year

OMV Gas Storage Germany GmbH

Customer

Annex I – Storage Curves per SBU (German number format)

