



General Terms & Conditions

of

OMV Gas Storage Germany GmbH

**c/o GÖRG Partnerschaft von Rechtsanwälten mbB, Kennedyplatz 2, 50679 Cologne,
Germany**

for

Storage Services ("Storage GTC")

Version of June 2022



Table of Contents

1.	Definitions	3
2.	Execution of Contract and Allocation of Capacity	6
3.	Storage Services	6
4.	Storage Operation	7
5.	Dispatcher	10
6.	Transport	10
7.	Gas Quality	11
8.	Taxes and Fees	11
9.	Remuneration and Payment	11
10.	Security	13
11.	Measures to Prevent Hoarding of Capacity	16
12.	Filling Level Requirements according to § 35b EnWG	16
13.	Quantities of Gas not Withdrawn	18
14.	Duty to Inform	19
15.	Confidentiality	19
16.	Force Majeure	19
17.	Liability	21
18.	Applicable Law, Jurisdiction	22
19.	Assignment	22
20.	Assignment of Rights of Use (Subletting)	24
21.	General Terms & Conditions	25
22.	Severability	26
23.	Term, Extension, Termination	26
24.	Form, Language	27
25.	Data Protection	27

Annex A – Operating Agreement

Annex B – Model Bank Guarantee

Annex C – Model Parent Company Guarantee

Annex D – Cross-Border Use of Storage pursuant to the Regulatory Requirements of the Federal Network Agency contained in BK9-19/610 (“REGENT2021”).

The table of contents and headings herein are included solely for convenience of reference.



Recitals

The present General Terms & Conditions govern the performance of services in connection with the storage of natural gas at the Etzel Storage Facility by OMV Gas Storage Germany GmbH ("OGSG"). These Storage GTC apply to all Storage Contracts with OGSG.

1. Definitions

The terms and abbreviations used in these Storage GTC and the Storage Contract will have the meanings ascribed to them below; in addition, reference is made to the definitions of the EnWG:

"Banking Day"

means any day on which financial institutions in Frankfurt am Main are open for general commercial business throughout the entire day.

"Bundled / Unbundled Storage Capacity"

means storage capacity in the form of a storage bundle in the case of bundled capacity or any of working gas volume, injection rate and withdrawal rate that does not account for a specific proportion of a bundle in the case of unbundled capacity.

"Customer"

means the undertaking that has entered into a Contract concerning storage services with OGSG.

"Day"

means the gas day, i.e., the period between 6:00 a.m. (CET) of any given calendar day and 6:00 a.m. (CET) of the following calendar day.

"Delivery/Redelivery Point"

means the point at which the natural gas to be injected is delivered by the Customer and accepted for storage by OGSG or is withdrawn from the Storage Facility by OGSG and delivered to and accepted by the Customer (See section 4.2.1).

"Dispatching Services"

means services performed in connection with the nomination and allocation of natural gas to be injected or withdrawn.



“ESE Etzel Natural Gas Storage Facility”

means a project launched by Uniper Energy Storage GmbH, OMV Gas Storage Germany GmbH, VNG Gasspeicher GmbH and MET Germany Holding GmbH involving operation of a facility for the storage of natural gas in Etzel.

“Firm Services”

means services (injection/withdrawal rates, working gas volume) based on the storage curves defined in the Storage Contract that, subject to the restrictions contained in these GTC, will be available without interruption throughout the entire Performance Period.

“GTS Gas Transport Services”

means Gas Transport Services B.V. (GTS), which is the operator of the gas network in the Netherlands. The ESE Etzel Natural Gas Storage Facility is directly connected to the network of GTS.

“Injection Rate”

means the maximum volume of gas (in MWh) that the Customer may inject per hour without exceeding the volume of working gas available to the Customer.

“Interruptible Services”

means the services (injection/withdrawal rate, working gas volume) based on the storage curves defined in the Storage Contract that may be suspended or reduced during the Performance Period.

“Month”

means the gas month, i.e., the period between 6:00 a.m. (CET) of the first day of the month and 6:00 a.m. (CET) of the first day of the following month.

“NETRA”

means Norddeutsche Erdgas Transversale, a transmission gas pipeline in northern Germany that is linked with the German market area THE. The ESE Etzel Natural Gas Storage Facility is directly connected to the NETRA.

“Natural Gas Storage Facility”

means the ESE Storage Facility, including gas pipelines and caverns.

“Nomination”/“Renomination”

means an instruction given to OGSG by the Customer to inject or withdraw a quantity of natural gas (see Annex A) (nomination) or an instruction to change a nomination submitted to OGSG (renomination).



“Online Capacity Booking (OCB®)”

means an online tool of OGSG for processing customer inquiries as regards storage services.

“Performance Period”

means the period during which the contractually agreed storage services are to be provided by OGSG.

“Storage Capacity”

means the injection rate and/or withdrawal rate and/or the volume of working gas or any combination thereof.

“Storage Contract”

means the contract between OGSG and the Customer that defines the Performance Period, the available injection and withdrawal rates and the working gas volume. These Storage GTC apply to all Storage Contracts with OGSG.

“Storage Bundle”

means a fixed combination of working gas volume, injection rate and withdrawal rate.

“Transport Capacity”

means the entry or exit capacity that can be injected into or withdrawn from the connected transport network (GTS or NETRA). This capacity is expressed in MWh/h.

“Variable Costs”

means the costs of energy incurred through injection of natural gas into the storage facility, the amount of which to be paid by the Customer will be stipulated separately (in Euro per MWh) in the Storage Contract.

“Withdrawal Rate (MWh/h)”

means the maximum volume of gas (in MWh) that the Customer may withdraw from storage per hour without exceeding the volume of working gas registered for the Customer.

“Working Gas”

means the total amount of natural gas (co)owned by the Customer (in MWh) that is injected by the Customer and any natural gas assigned to the Customer by other Customers less the total amount withdrawn by the Customer and/or assigned to other Customers.

“Working Gas Volume (MWh)”

means the (maximum) quantity of natural gas (in MWh) that the Customer may inject pursuant to the Storage Contract.



2. Execution of Contract and Allocation of Capacity

- 2.1 Interested parties can obtain information on storage services from OGSG through OCB® or by e-mail.
- 2.2 After receipt of the complete storage request (desired product, quantity, Performance Period), the interested party will receive – subject to availability of capacity and receipt of a positive credit report – a binding offer from OGSG in the form of a Storage Contract. If the service cannot be provided, the applicant will be notified accordingly. If several applications exist for a specific Performance Period of time, available storage capacity will be allocated on the basis of the order in which the applications are received unless some other process for the allocation of capacity is announced pursuant to section 2.7.
- 2.3 OGSG's offer to enter into a Storage Contract will be considered to have been accepted if OGSG receives a copy of the Storage Contract signed by the Customer by e-mail (scanned copy of the signed Storage Contract) or the original by the date stipulated in the offer.
- 2.4 OGSG reserves the right to enter into a Storage Contract only if the time lying between the execution of the Contract and commencement of performance is shorter than or equal to the Performance Period.
- 2.5 If stipulated in the Storage Contract, the provisions contained in Annex D on the creation and use of working gas subaccounts shall apply when using different market areas (THE and TTF).
- 2.6 OGSG reserves the right to offer Unbundled Storage Capacity only in proportion to Bundled Storage Capacity in order to ensure optimal operation of the storage facilities.
- 2.7 OGSG uses a mechanism to allocate storage capacity that ensures transparent allocation without discrimination. Complete information on impending capacity allocation proceedings appears at www.omv-gas-storage.com on a timely basis.

3. Storage Services

OGSG's product portfolio includes injection and withdrawal as well as the storage of natural gas in the form of Bundled and Unbundled Storage Capacity on a Firm and Interruptible basis.



OGSG agrees to provide the Customer with the storage services defined in the Customer's Storage Contract pursuant to these Storage GTC. OGSG will provide the storage services in compliance with the Operating Agreement pursuant to Annex A. The Customer agrees to use the storage services in compliance with the Operating Agreement pursuant to Annex A.

4. **Storage Operation**

4.1 **Withdrawals**

The Customer may not withdraw more natural gas from storage than originally injected by the Customer under the Customer's Storage Contracts or assigned to the Customer by other Customers.

4.2 **Delivery/Redelivery of Natural Gas**

4.2.1 Depending upon the connected transport network (GTS or NETRA), the Delivery/Redelivery Points shown below will be used:

Transport Network	Market Area	Network Operator	Delivery/Redelivery Point
NETRA	THE (Trading Hub Europe)	Open Grid Europe GmbH	Etzel (ESE Storage Facility), Bitzenlander Weg 3
	THE (Trading Hub Europe)	Gasunie Deutschland Transport Services GmbH	UGS Etzel ESE
GTS	TTF (NL)	Gas Transport Services B.V.	Oude Statenzijl (ETZEL-FREYA-H, E/E point 301401)

All risks associated with the storage or transport of natural gas pass to the party receiving the gas at these points, i.e., to OGSG in the case of injection and to the Customer in the case of withdrawal.

4.2.2 OGSG will accept and store the natural gas received from the Customer at the Delivery/Redelivery Point in the Natural Gas Storage Facility together with and unseparated from other volumes of natural gas in compliance with the provisions of the Contract. OGSG will also make the natural gas of the Customer available at the



Delivery/Redelivery Point for withdrawal. The identity of the natural gas and its gross calorific value are not guaranteed. The Customer will retain (co-)ownership rights in the natural gas. The extent of such (co-) ownership rights will be determined on the basis of energy content.

4.3 Reduction/Interruption of Service

4.3.1 Reduction/interruption of storage services may make it necessary to withdraw the natural gas of the Customer prematurely or make it impossible to inject or withdraw the gas at the desired time, which means that the Customer will therefore not have full use of its working gas for a certain period of time or not be able to access its working gas. Interruption may also mean that the injection/withdrawal rate will be lower than contractually agreed for a certain period of time.

4.3.2 Interruption of service or reduction of the injection or withdrawal rate will be considered to have taken place only if the Customer had already nominated the corresponding services. The interruption of service or reduction of the injection or withdrawal rate may be defined as the difference between nominated performance and performance actually available. Interruption of service or reduction of the working gas volume will be considered to have taken place only if OGSG is unable to make the contracted working gas volume or any part thereof available. It is the difference between the contracted volume of working gas and the volume actually made available.

4.3.3 Scheduled reductions and interruptions of storage services are announced at www.omv-gas-storage.com in advance on a timely basis. Non-scheduled reductions and interruptions are announced and the Customer notified accordingly without delay.

4.3.4 Interruptible Services

Interruptible services may be suspended by OGSG at any time insofar and as long as the corresponding storage capacity is not available. Interruption of services will have no effect on the amounts due by the Customer since the risk of interruption is already factored into the remuneration for interruptible service.



4.3.5 Firm Services

4.3.5.1 Scheduled Reduction/Interruption

OGSG has the right to interrupt or restrict the Firm Services due to planned maintenance, repair and/or tie-in work or TÜV inspections at the natural gas storage facility. The times of the restriction/interruption will be notified to the customer by OGSG in good time and will be chosen in such a way that the customer is not affected as far as possible. OGSG will limit the planned maintenance work to a period of up to a maximum of 15 (fifteen) calendar days per calendar year. The customer's payment obligation remains in force for this period.

4.3.5.2 Unscheduled Reduction/Interruption

OGSG may also reduce or interrupt performance of Firm Services if necessary due to the risk of personal injury and/or damage to technical equipment and/or as a result of technical or geological disturbances.

For the duration of any such reduction/interruption 4.3.5.3 below will apply.

4.3.5.3 Refunds in the Case of Unscheduled Reduction/Interruption

The following provisions will apply in the event that Firm Services should not be available, either entirely or in part, due to unscheduled maintenance, repair and/or tie-in work or other reasons:

a) If Firm Services are purchased in the form of Unbundled Storage Capacity, the amount due for the respective storage capacity (injection rate, withdrawal rate and/or working gas volume) will be reduced by an amount proportional to the extent and duration of the interruption/reduction (to zero in the case of interruption).

b) If Firm Services are purchased in the form of Bundled Storage Capacity, the total tariff will be broken down as follows:

Injection Rate:	35 %
Withdrawal Rate:	35 %
<u>Working gas volume:</u>	<u>30 %</u>
Total	100%



If one or more of the Firm Services of a storage bundle is reduced or interrupted, non-availability will be calculated by OGSG and shown in percent. The amount due by the Customer will be reduced by the calculated percentage for the period affected.

- 4.3.6 If the Customer should fail to fulfill its obligations under the Storage Contract and these Storage GTC and OGSG is as a result entitled to withhold performance pursuant to § 273 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB) and/or § 323 of the German Civil Code, OGSG may reduce or interrupt performance as long as the right of retention remains in effect. The Customer's payment obligations will remain unaffected during this period.
- 4.3.7 The Parties agree that claims for damages against OGSG in connection with any reduction/interruption of service mentioned in sections 4.3.5 to 4.3.6 are excluded.
- 4.3.8 Reductions or interruptions of connected transport networks do not lie within the sphere of responsibility of OGSG and have no effect on amounts due by the Customer.

4.4 Mandatory Injection

- 4.4.1 OGSG may require that the Customer operate in such a manner as to ensure the required minimum pressure if necessary due to regulatory requirements and/or technical safety or maintenance of the long-term technical performance of the storage facility.
- 4.4.2 If any action pursuant to 4.4.1 should prove necessary, OGSG will keep such measures to a minimum and provide maximum flexibility as far as possible.
- 4.4.3 Amounts due by the Customer will remain unaffected in the event of any such operational requirements.
- 4.4.4 The Parties agree that claims for damages against OGSG in connection with the operation in compliance with any such requests by OGSG are excluded.



5. Dispatcher

The Customer has been informed that OGSG has outsourced all dispatching services to a service provider. The service provider will perform all dispatching services in connection with the Storage Contract in its capacity as an agent of OGSG.

OGSG will notify the Customer accordingly in the event of any change in the dispatcher during the Performance Period. OGSG will inform the Customer accordingly at least 30 days prior to the effective date of the change so that the Customer can make any necessary technical and/or organizational adjustments.

6. Transport

- 6.1 The Customer will be responsible for the transport of the gas up to the Delivery/Redelivery Point assigned under the Storage Contract. The Customer will be responsible for the execution of the necessary transport agreements and nomination of transport capacity to ensure availability of gas at the Delivery/Redelivery Points.
- 6.2 The Customer must comply with the provisions contained in Annex D on Cross-Border Use of Storage.

7. Gas Quality

The quality of the natural gas delivered by the Customer must meet the quality and pressure requirements of the Delivery/Redelivery Point announced by the respective network operator.

8. Taxes and Fees

It is understood that amounts stipulated in the Storage Contract are net of value-added tax, energy tax and any other taxes.

Legally applicable value-added tax and any other (future) tax or fee that is or becomes due in connection with the Customer's Storage Contract will be invoiced by OGSG in addition to the remuneration for the agreed storage service and paid by the Customer unless paid directly by the Customer.

In particular, any consumption tax due in Germany and/or the Netherlands will be paid by the Customer.

Further taxes or fees incurred in connection with Securities according to section 10 and/or Legal Succession/Assignment according to section 19 and/or Assignment of



Rights of Use (Subletting) according to section 20 will be paid by the Assignor (Customer) and the Assignee. Both undertakings are jointly and severally liable

9. Remuneration and Payment

All tariffs and prices stipulated in the Storage Contract will be denominated in Euros and shown net of legally applicable value-added tax.

9.1 Remuneration

The amount payable to OGSG by the Customer will be dependent upon the agreed storage service and specified in the Customer's Storage Contract.

9.2 Adjustment of Remuneration

Adjustment of remuneration (regarding storage fees and variable costs) is regulated separately in the respective Storage Contract in the case of Storage Contracts with terms in excess of one year.

9.3 Rounding

Amounts due are rounded off to the nearest whole number.

9.4 Invoicing

Invoices will be issued on a monthly basis. Customers will regularly receive electronic copies of their invoices by e-mail by the fifth banking day of the month. Payment of the monthly charge for storage services will be due one month in advance. Variable costs actually incurred will be invoiced in the following month.

9.5 Due Date

Payment of invoices will be due within 10 (ten) calendar days after receipt by e-mail.

9.6 Bank Fees

The Customer will bear any bank charges incurred in connection with payment by bank transfer.



9.7 Late Payment

9.7.1 The Customer will fall into arrears without further notice if the invoiced amount is not credited in full to the bank account of OGSG by the respective due date (section 9.5).

9.7.2 Any amount due and payable by the Customer that is not paid when due will accrue interest at the legal rate pursuant to § 288 of the German Civil Code for each day such payment is delinquent.

9.8 Disputed Invoices

The Customer must notify OGSG in writing of any disputed or contested invoice within 4 (four) weeks after receipt of the invoice. Failure to make such notification in due time will constitute acceptance. OGSG will draw the Customer's attention to this provision on the invoice. Timely notification of a disputed or contested invoice will not entitle the Customer to defer or refuse to make payment. The Customer may offset and deduct any amounts from amounts due to OGSG only if such claims are legally enforceable or undisputed.

9.9 Right of Retention

If the Customer falls into arrears, OGSG may issue a written reminder and then suspend performance of storage services until such time as payment is received if payment is not received within the time limit set. This will not prejudice or adversely affect further claims of OGSG, in particular as regards damages.

10. Security

10.1 The Customer will furnish security for each Storage Contract to guarantee payment of amounts due to OGSG by the Customer under each of the respective Storage Contracts. Such security may, at the discretion of the Customer, be furnished in the form of a bank guarantee pursuant to Annex B, an advance payment or a guarantee from the parent company of the Customer pursuant to Annex C.

10.2 Amount of Security



10.2.1 Classification According to Risk Class

The amount of the security will be based on the classification of the Customer by the rating agencies Standard & Poor's, Moody's and/or Fitch pursuant to the following table:

Risk Class	Standard & Poor's	Moody's	Fitch	Amount of Security
1	AAA to BBB-	Aaa to Baa3	AAA to BBB-	None
2	BB+ to BB-	Ba1 to Ba3	BB+ to BB-	Pursuant to section 10.2.2
3	Worse than BB-	Worse than Ba3	Worse than BB-	Pursuant to section 10.2.3

In the event that the Customer should have no rating from any of the above rating agencies, the Customer and OGSG will agree to an alternative determination of the Customer's risk class.

10.2.2 Customer Rating Risk Class 2

If the Customer has a rating corresponding to Risk Class 2, the amount of the security will be determined on the basis of the Performance Period as follows:

- (1) No security is required if the Customer enters into a Storage Contract with a Performance Period of less than 1 (one) month.
- (2) In the case of Storage Contracts with a Performance Period of more than 1 (one) but less than 6 (six) months, the security to be provided will equal the amount of the average remuneration for one month at the time the offer is made.
- (3) In the case of Storage Contracts with a Performance Period of more than 6 (six) but less than 12 (twelve) months, the security to be provided will equal the amount of the average remuneration for two months at the time the offer is made.
- (4) In the case of Storage Contracts with a Performance Period of more than 12 (twelve) months, the security to be provided will equal the amount of the average remuneration for three months at the time the offer is made.



10.2.3 Customer Rating Risk Class 3

In the case of Customers with a rating corresponding to Risk Class 3, the amount of the security will be agreed between the Customer and OGSG on an individual basis.

10.2.4 Transfer of Profit and Loss Agreements

If a profit and loss transfer agreement within the meaning of § 291(1) of the Stock Corporation Act (*Aktiengesetz – AktG*) is in place between the Customer and a controlling entity, the credit rating of the Customer may be based on the rating of the controlling entity if the Customer so desires and with proof of the (continued) existence of the profit transfer agreement.

10.3 Types of Security

10.3.1 Bank Guarantee

Bank guarantees pursuant to Annex B (Model Bank Guarantee) must be received within 10 (ten) banking days after execution of the Storage Contract by the Customer. Documents that differ from the Model Bank Guarantee will be considered invalid and will not be accepted by OGSG. The risk class of the issuing bank (guarantor) must correspond to Risk Class 1.

OGSG may terminate the Contract pursuant to section 10.4 if the above conditions are not fulfilled.

10.3.2 Advance Payment

Advance payment must be made in full by the Customer to an account designated by OGSG within 10 (ten) banking days after execution of the Storage Contract. If the advance payment is not made on time or in full, OGSG may terminate the Contract pursuant to section 10.4.

The advance payment made to OGSG by the Customer will be offset against the amount due by the Customer at the end of the Performance Period.

10.3.3 Parent Company Guarantee

The risk class of the issuing parent company (guarantor) must correspond to Risk Class 1. The Customer must provide OGSG with the guarantee from the parent entity pursuant to Annex C (Model Parent Company Guarantee) within



10 (ten) banking days after execution of the Storage Contract. Documents that differ from the Model Guarantee will not be accepted by OGSG.

OGSG may terminate the Agreement pursuant to section 10.4 if the above conditions are not fulfilled.

10.4 Failure to Provide Security

OGSG may terminate the Storage Contract with immediate effect in the case of failure on the part of the Customer to fulfill the conditions contained in section 10.3 in respect of security. OGSG will in this case be released from its obligations arising from the Contract.

10.5 Downgrade of Credit Rating

OGSG is entitled to check the credit rating of the Customer at any time. In the event that the rating of either the Customer or the guarantor is downgraded, OGSG may require (further) security from the Customer as provided above. The Customer must provide such (further) security within 10 (ten) banking days after being requested to do so by OGSG.

OGSG may terminate the Agreement pursuant to section 10.4 if the above conditions are not fulfilled.

10.6 Duty to Notify OGSG

The Customer agrees to notify OGSG without delay if its rating is downgraded or that of the guarantor falls below Risk Class 1 or events occur that have a significant effect on the creditworthiness of the Customer. OGSG must also be notified without delay in the case of impending insolvency proceedings. Where section 10.2.4 applies, the Customer must also notify OGSG in the event of termination of the profit and loss transfer agreement without delay.

OGSG may terminate the Agreement pursuant to section 10.4 if the Customer should fail to fulfill its duty of notification.

11. Measures to Prevent Hoarding of Capacity

- 11.1 In order to ensure maximum use of the storage capacity of the facilities of OGSG and preclude or eliminate artificial shortages, OGSG will make storage capacity contracted by the Customer as Firm Services available to third



parties on a short-term Interruptible basis for as long as the capacity is not being used by the Customer, in which case the Customer may not assert any further claims against OGSG or reduce the amount of remuneration due to OGSG. As soon as the Customer re-nominates the storage capacities on a firm basis, he must be allowed to use them.

11.2 The Customer may at any time sell contracted storage capacity on the secondary market pursuant to the provisions contained in sections 19 and 20.

12. Filling Level Requirements according to § 35b EnWG

12.1 In the period from 30.04.2022 to 01.04.2025, the following contractual framework conditions for the implementation of Section 35b (1) EnWG shall apply to the use of the Natural Gas Storage Facility.

12.2 The following levels shall be maintained in the Natural Gas Storage Facility as a percentage of the working gas volume of the Natural Gas Storage Facility on the specified cut-off dates (Level Specifications):

- | | | |
|-------|----------------|------------|
| (i) | on 1 October: | 80 percent |
| (ii) | on 1 November: | 90 percent |
| (iii) | on 1 February: | 40 percent |

Insofar as deviating times and/or deviating fill levels are specified by statutory order in implementation of Section 35b (3) EnWG, these shall be decisive.

12.3 Exclusively for customers who have concluded a Storage Contract with OGSG after 30.04.2022 which includes Working Gas Volumes on a firm basis, the following shall apply:

12.3.1 If it is evident that the level requirements in the Natural Gas Storage pursuant to section 12.2 cannot be technically achieved because at least one of the customers does not use the Working Gas Volume booked by him on a firm basis, OGSG is entitled and obliged to make the unused Storage Capacities of the Customer(s) concerned available to the market area manager.

12.3.2 The transfer of Storage Capacities shall not exceed the proportion of the Working Gas Volume by which the Working Gas of the Customer on the relevant Reference Dates falls short of the Level Requirement in relation to the Working Gas



Volume of the Customer. If the non-utilisation relates to several Customers, the Storage Capacities shall be made available on a pro rata basis according to the extent of the non-utilisation of the Customers concerned to the extent necessary to achieve the level requirements.

12.3.3 The transfer shall take place until the end of the current storage year. In addition to the corresponding share of the Working Gas Volume of the Customer concerned, it shall also include the share of the Injection and Withdrawal Rate that relates to the ratio of the Working Gas Volumes transferred to the market area manager in relation to the Working Gas Volume of the Customer concerned.

12.3.4 For periods in which the Storage Capacities booked by the Customer are made available to the market area manager in accordance with the foregoing Sections 12.3.1 – 12.3.3, the Customer shall nevertheless remain obliged to pay the full, unreduced storage tariff. However, the Customer shall not bear any variable costs arising from the use of the Storage Capacities by the market area manager. In the meantime, the Customer concerned can continue to use the corresponding Storage Capacities withdrawn from him and handed over to the market area manager on an interruptible basis alone.

12.3.5 OGSF shall notify the Customer of a threatened measure pursuant to clauses 12.3.1 – 12.3.3 with a notice period of five Banking Days and thereby give the Customer the opportunity to fill the Working Gas Volume threatened by the measure in due time itself.

12.3.6 A withdrawal of usage rights in parts shall always take place in such performance units as are shown in the Customer's Storage Contract, i.e. if the Customer has contracted Storage Bundles, individual Storage Bundles as a whole shall be withdrawn from him, but not parts of Storage Bundles. If the Customer has contracted unbundled capacities, the corresponding components of the unbundled capacities shall be withdrawn.

12.4 For Customers who have contracted Storage Capacities with a firm Working Gas Volume with OGSF before 30.04.2022 for periods before 01.04.2025, the above provisions of clause 12.3 only apply if the Customer



concerned expressly consents to the application of the clause 12.3. written declaration to the Storage Facility Operator.

- 12.5 The provisions of this clause 12 shall not apply to storage periods after 01.04.2025.
- 12.6 In the event of a transfer of rights of use pursuant to clause 20 the Customer remains the addressee for measures of clause 12.3 in relation to OGSG, whereby the withdrawal of Storage Capacities in accordance with clause 12.3 also has the same effect in the relationship between OGSG and the third party taking over the Storage Capacities.

13. Quantities of Gas not Withdrawn

- 13.1 The Customer must withdraw its working gas completely prior to the end of the term of the Storage Contract or transfer ownership of the gas to another storage customer with a valid Storage Contract with OGSG that has sufficient free working gas capacity to accommodate the working gas acquired from the Customer.
- 13.2 In the event that the Customer enters into a new Storage Contract with OGSG with a term immediately following that of a current Storage Contract and contracts for a given volume of working gas or acquires such working gas volume on the secondary market pursuant to section 19 and/or 20, any working gas still in storage at the end of the current Contract will count as working gas stored under the new Contract.
- 13.3 The Customer hereby authorizes OGSG to withdraw any gas remaining in storage without further notification of the Customer at the end of the term of the Contract and sell the gas on an appropriate platform in the name of the Customer if the Customer has failed to remove the gas at the end of the term of the contract or failed to sell the gas to another storage customer or failed to enter into a new Storage Contract despite having been requested to remove the gas from the storage facility in writing by OGSG. OGSG will pay to the Customer 75 (seventy-five) percent of any proceeds from the sale less costs incurred by OGSG. This will not prejudice or adversely affect further claims of OGSG, in particular as regards damages. If the market value of gas quantities which the Customer, despite written request by OGSG to withdraw his gas from the storage, has at the end of the contract neither withdrawn nor transferred to another storage customer nor entered into a new subsequent Storage Contract is less than EUR 1,000.00, the ownership of the gas quantities is transferred to OGSG without compensation in deviation from the above sentences 1 to 3. The market value of the gas quantities is measured on



the basis of the EEX Natural Gas Settlement Price at the time of the end of the contract.

14. Duty to Inform

Each of the Parties will, insofar as legally permissible, make available to the respective other Party all information required for fulfillment of the Storage Contract and continued operation of the storage facility.

15. Confidentiality

15.1 The Parties agree to treat in strictest confidence and not disclose to third parties the content of the Storage Contract, with the exception of these General Terms & Conditions, as well as any information that relates to business or trade secrets of the respective other Party.

15.2 The above provision will not apply in respect of information that must be made available to public authorities to comply with regulatory or statutory requirements or information that has become part of the public domain through no breach of the above duty of confidentiality.

15.3 The Customer hereby gives OGSG permission to forward data required for operating processing of Storage Contracts to the dispatcher selected by OGSG as well as to OMV Gas Storage GmbH.

15.4 Disclosures to third parties will be limited to information required for proper performance of the Contracts or compliance with legal requirements, and the respective other Party must be informed accordingly in writing of any such disclosure. The recipients of such information will in turn be bound to the same duty of confidentiality unless already bound to confidentiality by the provisions of law. The duty of confidentiality will not apply to disclosure under section 15.3.

15.5 The provisions contained in the section will survive the expiration or the termination of the Storage Contract.

16. Force Majeure

16.1 Neither of the Parties will be held responsible for any failure to honor its obligations due to force majeure (as defined below). If prevented from fulfilling any obligation under the contract due to an occurrence of force majeure, the respective Party will be released from its duty to fulfill that obligation for the



duration of the occurrence and to the extent prevented from fulfilling that obligation.

- 16.2 A ‘force majeure’ event will be understood to mean any occurrences or circumstances that make it impossible, illegal or unreasonably difficult for the affected Party to fulfill or complete its obligations, provided that the occurrences or circumstances (i) are beyond the control of that Party, (ii) cannot be attributed to that Party and (iii) could not have been foreseen, avoided, overcome or eliminated, in their entirety or in part, by the Party invoking force majeure through the exercise of due care.
- 16.3 If all criteria contained in this definition are satisfied, the following examples of occurrences and circumstances will qualify for treatment as force majeure: (a) natural disasters, expropriation or confiscation of facilities, hostile acts of foreign powers, war, civil war, revolution, rebellion, civil commotion, sabotage, public disturbance, civil unrest, terrorist acts and any plausible threat of any of the preceding; (b) fire, explosions, hurricanes, tornados, earthquakes, volcanic eruptions, unusual weather conditions that have no history of regular occurrence or other natural catastrophes, power failure, outage of telecommunication systems; (c) the plague, epidemics, pandemics, embargos, sanctions or other restrictions concerning the export of goods, services or technology, quarantines, actions or inaction of responsible authorities; and (d) strike, lockout or any other form of labor dispute or labor conflict that affects an undertaking or operation of the respective Party or its suppliers or subcontractors; (e) regulatory measures pursuant to Council Regulation (EU) no. 994/2010 of the European Parliament and of the Council of 20 October 2010 concerning measures to safeguard the security of the gas supply (“SoS Regulation”) or the legal foundation for the execution of crisis and emergency planning in Germany adopted on the basis of this Regulation, including but not limited to the Energy Industry Act (*Energiewirtschaftsgesetz – EnWG*), Energy Security Act (*Energiesicherungsgesetz – EnSiG*) and the Gas Supply Regulation (*Gassicherungsverordnung – GasSV*) and f) any occurrence or circumstance or combination of occurrences or circumstances that is the equivalent of any of the phenomena listed above.
- 16.4 The payment difficulties of a Party will in no case constitute an occurrence of force majeure.
- 16.5 The Party affected will inform the respective other Party thereof in detail immediately after the occurrence of an event of force majeure. The Parties will then consult to decide upon the appropriate course of action. This notwithstanding, the respective Party will without delay take all appropriate



technical and economic measures required to keep potential damage to a minimum and restore the conditions for fulfillment of its contractual obligations to the greatest extent possible.

- 16.6 Unless agreed otherwise, each of the Parties will bear the costs, expenditures, losses and damage it suffers due to any occurrence of force majeure.
- 16.7 If any occurrence of force majeure should last longer than 6 (six) months, the Parties will attempt to agree to an adjustment of the Storage Contract.

17. Liability

- 17.1 The liability of the Parties will be unlimited in the case of damage caused by intentional misconduct or gross negligence. In the case of the death or bodily injury or illness, the liability of the Parties will be unlimited regardless of the degree of fault.
- 17.2 The Parties will otherwise only be liable in the case of a breach of a material obligation contained in the agreement ('cardinal obligations'). In the abstract, such obligations as must be fulfilled to permit proper performance of the contract and upon which the respective other Party may regularly rely will be considered material obligations. Liability will in such cases be limited to foreseeable and typically occurring damage.
- 17.3 It is assumed that the damage will typically not exceed € 2.5 million for property damage and € 1 million for pecuniary loss in the case of transactions of the type involved here.
- 17.4 The above limitation of liability will also apply as regards the personal liability of employees, vicarious agents, representatives and members of the governing corporate bodies of the Parties.
- 17.5 The liability of the Parties for their agents will be limited to € 1.5 million for property damage and € 500,000 for pecuniary loss.
- 17.6 OGSG's liability for property damage and pecuniary loss suffered by the storage customer due to the interruption of or any other irregularity in connection with delivery or reception of gas based on contract or tort will be limited to property damage resulting from willful misconduct or negligence and pecuniary loss resulting from willful misconduct or gross negligence on the part of OGSG, its legal representatives or its vicarious agents. Willful misconduct or negligence will be presumed in the case of property damage



and willful misconduct or gross negligence will be presumed in the case of pecuniary loss unless these presumptions can be rebutted. The liability pursuant to this section 6 will be limited to an amount of € 2.5 million in the case of property damage and € 1 million in the case of pecuniary loss.

- 17.7 In the event that the aggregate total of all claims for damages of all Customers should exceed a maximum of € 10 million, the claims of the individual storage customers will be reduced in proportion to the difference between the aggregate total of all claims and the maximum of € 10 million.
- 17.8 The liability of the Parties pursuant to the provisions of the Liability Act (*Haftpflichtgesetz* – HaftPflG), the Product Liability Act (*Produkthaftungsgesetz* – ProdHaftG) and other mandatory provisions of law will remain unaffected.

18. Applicable Law, Jurisdiction

- 18.1 The Storage Contract will be interpreted and construed in accordance with the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and its conflict-of-law provisions.
- 18.2 Any disputes arising in connection with the respective Storage Contract or these GTC, including any disputes as regards the validity of these GTC and this arbitration clause, will be resolved according to the rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V.* – DIS) to the exclusion of recourse to the normal courts. The court of arbitration will consist of three arbitrators. The place of arbitration will be Cologne. The arbitration proceedings will be conducted in the German language. The Parties may, however, agree to conduct the proceedings in the English language. The Parties agree to treat the existence and content of any arbitration proceedings confidentially. Section 14 will apply accordingly.

19. Assignment

- 19.1 The Storage Contract may be assigned, in its entirety or in part, only with the written consent of the respective other Party.
- 19.2 Consent may not be unreasonably withheld. In the case of assignment of the Contract by the Customer, the party to whom the Contract is assigned must provide security pursuant to section 10. The security provided by the



Customer will be returned by OGSG upon receipt of the security from the party to whom the Contract is assigned.

- 19.3 Assignment to an affiliated undertaking pursuant to § 15 of the Stock Corporation Act will not require the consent of OGSG if the affiliated undertaking provides the security required pursuant to section 10. The security provided by the Customer will be returned by OGSG upon receipt of the security from the affiliated undertaking.
- 19.4 Assignment of parts of a Storage Contract is possible only insofar as the corresponding parts (service units) are specified individually in the Customer's Storage Contract, i.e., if the Customer has contracted for a storage bundle, the individual storage bundle may be assigned, but not individual parts of the storage bundle. If the Customer has contracted for unbundled capacity, the Customer may assign parts of that capacity as long as the assigned capacity and the remaining capacity are denominated in units that OGSG uses to offer products to storage customers. In the case of partial assignment, the undertaking that has assigned the capacity may require that the security pursuant to section 10 be reduced insofar as the undertaking to which the capacity is assigned provides the corresponding security pursuant to section 10 for the capacity received.
- 19.5 The Customer agrees to ensure that a Notice of Assignment (available at <https://www.omv-gas-storage.com/de/storage-germany/downloads>) is completely filled out, signed by both the Customer and the undertaking to which the capacity is to be assigned and forwarded to OGSG in three counterparts at least 10 (ten) banking days prior to the contemplated date of assignment.
- 19.6 OGSG will as a rule notify the Customer within 5 (five) banking days after receipt of the Notice of Assignment as to whether it consents to the assignment. OGSG will issue its consent by countersigning the Notice of Assignment and returning copies to the Customer and the undertaking to which the capacity is to be assigned. In the event that OGSG does not consent to the assignment, OGSG will inform all Parties involved of the reasons for its decision.
- 19.7 In the case of the assignment of working gas volume, only working gas volume that is not being used by the Customer and is therefore still available can be assigned. OGSG will otherwise not consent to the assignment. In the event of any assignment of working gas volume that has already been used due to erroneous information provided by the Customer, the Customer will pay



additional remuneration for the volume of working gas corresponding to this volume pursuant to the tariffs available on the website of OGSG at that point in time for each day on which a volume of gas in excess of the working gas volume to which the Customer is still entitled remains in the storage facilities of OGSG after assignment.

- 19.8 In the event of assignment, the Customer will assign all rights and obligations arising from the Storage Contract in respect of the capacity being assigned to the undertaking that accepts the assignment. As soon as the assignment enters into effect, the Customer will be released from future payment obligations under the Storage Contract in respect of the assigned capacity.
- 19.9 As soon as the assignment enters into effect, the undertaking to which the capacity is assigned will assume all contractual rights and obligations arising from the Storage Contract in respect of the capacity specified in the Notice of Assignment, including payment obligations.
- 19.10 OGSG will charge not only the Customer, but also the party to which the capacity is assigned “Remuneration for Assignment of Contracts” for each assignment in the amount in effect as of the time the assignment takes effect.
- 19.11 The undertaking to which the capacity is assigned will also pay an annual system service fee in the amount applicable at the time of assignment to cover the technical aspects of integration of that undertaking into the system as well as the creation and maintenance of a current working gas account and the working gas subaccounts. An additional system service fee will not be applied if working gas subaccounts are already being kept for the undertaking to which the capacity is assigned for the period in which the assignment takes effect on the basis of other contractual relationships between that undertaking and OGSG.

20. Assignment of Rights of Use (Subletting)

- 20.1 The Customer may make contracted storage capacity available for use by a third party. In the event that capacity is made available to third parties in such a manner, the contractual relationship between the Customer and OGSG will remain intact and the former will remain responsible for fulfillment of all obligations arising from the Storage Contract, including but not limited to payment of the agreed remuneration and nomination of the volumes of gas to be injected or withdrawn.



- 20.2 The Customer may, with the prior written consent of OGSG, also authorize a third party to exercise its right to use any or all of the storage capacity contracted under the Storage Contract such that the party can nominate capacity on its own. This will not constitute (partial) assignment of the Contract and the Customer will retain all rights and obligations arising from the contract, including payment obligations. The Customer will remain responsible towards OGSG for all actions of the third party as if these actions were conducted by the Customer. Consent may not be unreasonably refused.
- 20.3 The customer must ensure that OGSG receives a Notice of Assignment of Rights of Use by e-mail at least 10 (ten) banking days before the transfer date he is seeking. A notification with a shorter period of notice can also be accepted by OGSG at its own discretion.
- 20.4 OGSG will, as a rule, provide notification of its consent within 5 (five) banking days after receipt of the Notice of Assignment of Rights. In the event that OGSG does not consent to the assignment, OGSG will inform all Parties involved of the reasons for its decision.
- 20.5 A transfer of usage rights in parts is only possible if the corresponding parts (performance units) are identified as separate units in the customer's storage contract, i.e. if the Customer has contracted Storage Bundles, he can transfer individual Storage Bundles but not parts of Storage Bundles. If the Customer has contracted unbundled capacities, he may transfer parts thereof, provided that both the transferred parts and the parts remaining with the Customer are defined in units which OGSG offers to storage Customers.
- 20.6 In the case of the assignment of the right to use working gas volume, only working gas volume that is not being used by the Customer and is therefore still available may be assigned. The Customers will otherwise be charged for each day the working gas volume is exceeded at the daily tariff published for unbundled working gas volume at the time. OGSG may independently claim damages in excess of that amount.
- 20.7 In the case of any assignment of rights of use, OGSG will charge not only from the Customer, but also the party to which the rights of use are assigned "Remuneration for Assignment of Use" in the amount in effect as of the time the assignment takes effect.
- 20.8 The undertaking to which the rights of use are assigned will also pay an annual system service fee in the amount applicable at the time to cover the technical aspects of integration of that undertaking into the system as well as the creation and maintenance of a current working gas account and the working



gas subaccounts. An additional system service fee will not be applied if working gas subaccounts are already being kept for the undertaking to which the rights of use are assigned for the period in which the assignment takes effect on the basis of other contractual relationships between that undertaking and OGS.

21. General Terms & Conditions

21.1 OGS Storage Contracts are governed exclusively by these General Terms & Conditions (Storage GTC), which are available for consultation on the Internet at www.omv-gas-storage.com; the Storage GTC form an integral part of each Storage Contract. The provisions of the Storage Contract will prevail in the case of any conflict between the Storage GTC and the provisions of the Storage Contract. This version of the Storage GTC applies exclusively to Storage Contracts with terms commencing on or after 30.04.2022 or to Storage Contracts with an earlier start of term for which the Customer has expressly consented in writing to the application of this version of the Storage GTC.

21.2 Subject to the following restrictions, the Storage GTC may be amended or expanded at any time:

OGS will issue new Storage GTC in an appropriate manner and notify the Customer thereof. The Customer may within 6 weeks after receipt of notification object to the amended GTC in writing. If the Customer fails to notify OGS of its objection within that period, the new GTC will be considered to have been accepted for current and future contracts. OGS will expressly draw the Customer's attention to this when OGS notifies the Customer of the amended GTC.

If the Customer objects to the new GTC, OGS may terminate the Storage Contract upon two weeks' notice.

21.3 General Terms & Conditions of OGS will prevail over any other terms and conditions; no contrary, additional or other terms or conditions of the Customer that differ from these Storage GTC or the Storage Contract will be accepted by OGS even if OGS fails to object to such terms or conditions in a given case. The performance of storage services without raising any objection will also not constitute acceptance of any contrary, additional or other terms or conditions of the Customer.



21.4 Any issue that is not expressly covered by the Storage Contract and/or the Storage GTC will be resolved by the Parties in accordance with standard practice in the industry.

22. Severability

If any provision of the Storage Contract and/or the Storage GTC and/or any addenda is or becomes void or unenforceable, the validity of the remaining provisions will not be affected. Instead, the Parties agree to substitute for the invalid provision the enforceable provision that most closely approximates the economic and technical intent of the two Parties.

23. Term, Extension, Termination

23.1 Notwithstanding the possibility of premature termination of the Contract pursuant to section 23.2, the Storage Contract will automatically expire at the end of the Performance Period. Relevant provisions of the GTC will remain in force and effect if certain obligations of the Parties survive the Performance Period (e.g., invoicing, payment obligations and confidentially).

23.2 The Storage Contract may be terminated with immediate effect for good reason. Good reasons for the purposes of this Contract will include but not be limited to the following circumstances:

- i. If insolvency proceedings are initiated in respect of the assets of the respective other Party or a petition for initiation is denied due to a lack of assets or the respective other Party is unable to pay its debts or is in liquidation or under compulsory administration or if the respective other Party enters into a settlement or other agreement to such effect with creditors. Each of the Parties will inform the respective other Party without delay of any such occurrence or the threat thereof.
- ii. If the creditworthiness of the respective other Party deteriorates significantly and no additional security is provided pursuant to section 10. The affected Party will inform the respective other Party without delay of any such deterioration in creditworthiness.
- iii. If the respective other Party is in serious or repeated breach of its obligations under the Contract (including but not limited to failure to make payment when due) and such breach is not cured within 10 (ten) days after receipt of a written request to do so.



- iv. If the security provided pursuant to Section 10 loses its validity or the guarantor disputes its obligations or in the case of some other reason pursuant to Section 10.4.

24. Form, Language

- 24.1 Section 2 governs formal execution of the Storage Contracts. Additions and amendments to the Storage Contract must be made in writing.
- 24.2 Each party agrees that agreements may also be signed by electronic signature (using the DocuSign system or a similar state-of-the-art electronic signature system) and that by this type of signature, the intention of the parties to be bound by this Agreement shall be as clear and binding as if it had been made by handwritten signature of each party.
- 24.3 Standard Contracts for storage services are available in the German and English languages. The binding versions of all documents related to a given Contract (e.g., the Storage GTC) are the versions available in the same language as that used in the Contract itself.

25. Data Protection

Notwithstanding any other provisions of these Storage GTC, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 shall apply. Each party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party or of third disclosing parties exclusively for the purposes of performing under the Storage Contract. The disclosing party confirms that it is authorized to provide the receiving party with personal data. If one party shall act as data processor as per applicable data protection laws, the parties shall enter into a data processing agreement (in accordance with the legal requirements of Art. 28 GDPR) or an equivalent thereto in order to ensure legal compliance with respect to such data processing. If during the performance of the Storage Contract the receiving party needs to transfer personal data to third parties, the receiving party shall enter into similar data processing agreements in accordance with and to the extent required by this clause. Upon termination of the Storage Contract, the receiving party shall, upon written request by the disclosing party (acting reasonably), return to the disclosing party all received personal data as well as the results of the processing of such data and shall delete all copies thereof, except for any data retention due to statutory retention obligations. During the performance of the Storage Contract and any applicable additional retention time,



the receiving party shall: (i) keep personal data of the disclosing party protected by state-of-the-art security measures and (ii) restrict access to trained staff that is committed to appropriate confidentiality obligations. The receiving party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without procuring beforehand that any sub-contractor enters into and complies with the Standard Contractual Clauses (or such other clause or agreement which may be approved from time to time by the European Commission). All obligations set out in this Clause shall survive any termination of the Storage Contract.

Annexes

The following Annexes constitute an integral and inseparable part of the Storage GTC:

Annex A – Operating Agreement

Annex B – Model Bank Guarantee

Annex C – Model Parent Company Guarantee

Annex D – Cross-Border Use of Storage (“REGENT2021”)



Annex A – Operating Agreement

1. Nomination Procedure

- 1.1 Throughout the entire term of the agreement, the Customer must nominate injection and withdrawal quantities for each hour of each gas day in kWh/h and inform the dispatcher accordingly, specifying the delivery/redelivery point as well as the respective balancing group (see Annex D), as described below.
 - 1.1.1 by 2:00 p.m. on the banking day preceding delivery and
 - 1.1.2 renomination at least two (2) hours in advance.
- 1.2 Nomination and renomination will be made through Edig@s pursuant to the current EASEE-Gas rules and will be considered to have been successfully submitted upon receipt of confirmation from the dispatcher.
- 1.3 OGSF reserves the right to reduce nominations and renominations to the contractually agreed storage capacity in the case of nomination or renomination of quantities in excess of such capacity.
- 1.4 The Customer agrees to forward identical nominations or renominations to the directly connected network operator.

2. Allocation Procedure

- 2.1 Injected or withdrawn gas will be assigned to the Customer on an “allocated as nominated basis”.
- 2.2 No natural gas will be allocated if no valid nominations are received from the Customer.
- 2.3 The Customer will bear any additional costs (also retroactively) resulting from improper nomination by the Customer, including in particular costs for balancing energy.

3. Change in Direction of Flow of Gas / Lead Times

- 3.1 OGSF will endeavor to keep lead times as short as possible. The maximum switching times will be:
 - 3.1.1 start-up time from 0 (zero) to injection or withdrawal: 4 (four) hours
 - 3.1.2 change in direction of flow of gas (injection ↔ withdrawal):



8 (eight) hours

4. Storage Protocol

The quantities of natural gas injected or withdrawn and the current storage balance of the Customer will be recorded in a storage protocol. This record will be kept in kWh. Quantities injected and withdrawn (if carried out) will be charged against the storage balance accordingly.

5. Reduction Procedure

5.1 Firm Services will receive priority treatment over Interruptible Services. In the case of interruption/reduction of service, the flow of gas will be adjusted by forwarding a corrected timetable to the Customer 2 (two) hours prior to the actual flow of gas.

5.2 In the case of a reduction in storage services, the following provision will apply:

5.2.1 Interruptible Services will first be cut back ratably by capacity level and nomination.

5.2.2 If complete suspension of all Interruptible Services is not sufficient, Firm Services will then also be cut back ratably by capacity level and nomination.

Contacts:

OMV Gas Storage Germany GmbH (OGSG):

Key Account Management:

Andreas Lederbauer

T: +43 (1) 40440 28141

F: +43 (1) 40440 6 281401

E-mail: andreas.lederbauer@omv.com

Dispatcher: Open Grid Europe GmbH (OGE):

Dispatching:

Alexandra Schene

T +49 2 01-3642-12750



F +49 2 01-3642-8-12750

E-mail: Alexandra.schene@open-grid-Europe.com



ANNEX B – Model Bank Guarantee

NOTE

Please complete the provided fields [...] with the appropriate information required pursuant to the Storage Contract.

We would like you to note that the wording of the following model bank guarantee may NOT be altered. In order to ensure equal treatment of all customers, NO individual amendments will be accepted.

For further information on bank guarantees, please contact your Key Account Manager.



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

This BANK GUARANTEE is issued today [date] by [name, address, etc. of the bank] (“Guarantor”) in favor of OMV Gas Storage Germany GmbH, c/o GÖRG Partnerschaft von Rechtsanwälten mbB, Kennedyplatz 2, 50679 Cologne, Germany (“OMV Gas Storage”).

[Name, address, etc. of the customer] (“Customer”) has entered into a contract (“Storage Contract”) with OMV Gas Storage for storage services in respect of natural gas at the ETZEL underground storage facility, reference number [OMV contract reference number]. The Storage Contract provides that the Customer must provide OMV Gas Storage with a bank guarantee to secure the Customer’s payment to OMV Gas Storage for its services as well as to secure any liability on the part of the Customer under such contract.

Now, therefore, the Guarantor hereby declares the following:

1. The Guarantor irrevocably guarantees punctual payment in full to OMV Gas Storage of all remuneration and other monies up to a maximum amount of EUR [insert amount] (“Maximum Guaranteed Amount”), which are due and payable from time to time by the Customer or its legal successor under the Storage Contract, in the event that the Customer fails – for any reason whatsoever – to pay such remuneration and/or amounts that are due and payable to OMV Gas Storage under the Storage Contract.
2. The Guarantor unconditionally undertakes to pay OMV Gas Storage immediately upon demand the respective amounts stipulated in OMV Gas Storage’s demand and waives any recourse to the defense of unexhausted remedies. The Guarantor will make all such payments within seven banking days from receipt of a demand. The payable amount must include all amounts which OMV Gas Storage would have received if the Customer had made its payments punctually and any (extrajudicial and judicial) costs and expenses which OMV Gas Storage has incurred in connection with the collection of payment from the Customer and/or Guarantor. The Guarantor will make every payment in the manner instructed by OMV Gas Storage.



3. The Guarantor's payments to OMV Gas Storage will not be subject to any defenses by the Customer or third parties and must be paid such that no taxes, fees or other levies, deductions or retentions of any kind whatsoever are charged to OMV Gas Storage.

4. This Bank Guarantee is issued for a fixed term and is valid until [insert date: 6 months from the expiry of the Storage Contract] and will terminate at the end of such day ("Expiry Date"). A call on the Bank Guarantee is deemed to be made on time if a demand pursuant to point 2 is sent by registered letter to the above-mentioned address of the Guarantor, at the latest, on this day.

5. This Bank Guarantee is a continuing guarantee, which enters into effect on the date mentioned above and remains unconditionally valid and effective until whichever of the following events occurs first:

(i) such time as when the Bank Guarantee is returned for cancellation; or

(ii) such time as when the Guarantor has paid the Maximum Guaranteed Amount to OMV Gas Storage under the present Bank Guarantee; or

(iii) the Expiry Date of the Bank Guarantee.

6. In the event that OMV Gas Storage grants a deferment of payment or makes other payment concessions to the Customer or if it accepts, holds, varies, abstains from perfecting or releases any other security for any of the payments guaranteed under this Bank Guarantee, this will neither limit the rights of OMV Gas Storage under this Bank Guarantee nor release or discharge the Guarantor from its obligations hereunder.

7. This Bank Guarantee also applies to any successors of the Customer. OMV Gas Storage may assign its status as beneficiary together with all of its contractual rights to its legal successor. The consent of the Guarantor is not required for this, but OMV Gas Storage must notify it of the assignment in writing. OMV Gas Storage's express consent is required for any assignment by the Guarantor to a legal successor.

8. This Bank Guarantee will be governed by and construed in accordance with German law (without regard to its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods). Place of performance is Köln.



9. Any dispute arising out of or in connection with this Bank Guarantee, including any question regarding its existence, validity or termination, will be exclusively settled by the competent courts of Cologne.

Bank's signature



ANNEX C – Model Parent Company Guarantee

NOTE

Please complete the provided fields [...] with the appropriate information required pursuant to the Storage Contract.

Please take note that the wording of the following model guarantee may NOT be altered. In order to ensure equal treatment of all customers, NO individual amendments will be accepted.

[Letterhead of Guarantor]

To
OMV Gas Storage Germany GmbH
c/o GÖRG Partnerschaft von Rechtsanwälten mbB
Kennedyplatz 2
50679 Cologne
Germany

(Beneficiary)

Date:

Letter of Comfort / Parent Company Guarantee

Dear Sir or Madam,

We have been informed that[Customer, address], in which we hold a [.....] % majority share as well as the control rights, has entered into a contract (“Storage Contract”) for the storage of natural gas at the Etzel underground facility, reference number [OMV contract reference number], with effect from [Contract date]. Any terms which are not specially defined in this letter have the meaning ascribed to them in the Storage Contract.



As security for payment under the contract, we provide the following Guarantee:

We [parent company] ("Guarantor") irrevocably and unconditionally undertake to pay the respective amounts due to you, OMV Gas Storage Germany GmbH, by [Customer] that are specified in your demand and to do so within ten days to the bank account designated by you in your demand. For the avoidance of doubt, it is expressly noted that this declaration does not establish a contract of surety or constitute accession to any Storage Contract.

Our guarantee and payment obligation is limited to EUR [See section 10]. It is only applicable to the above-mentioned Storage Contract and in relation to the payments owed by [Customer].

This Guarantee is issued for a fixed term and is valid until [_____] [at least 6 months after the expiry of the legally binding contract] and will terminate at the end of such day.

A call on the Guarantee is deemed to be made on time if a written demand is sent by registered letter with return receipt, at the latest, on the day that the Guarantee expires.

The Guarantor represents and warrants:

- A. The execution, delivery and performance by the Guarantor of this Guarantee and the performance of its obligations under this Guarantee have been duly authorized by all necessary corporate actions and approvals and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents; or
 - any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - the terms of any Storage Contract or other document to which the Guarantor is a party or which is binding upon it or any of its assets.
- B. This Guarantee is a legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor subject to applicable insolvency or similar laws.
- C. The Guarantor acknowledges that the Beneficiary has accepted this Guarantee in full reliance on these representations and warranties.



This Guarantee will be governed by and construed in accordance with German law excluding its conflict-of-laws rules. Any dispute arising out of or in connection with this Bank Guarantee, including any question regarding its existence, validity or termination, will be exclusively settled by the competent courts of Cologne.

[Yours sincerely,]



Annex D – Cross-Border Use of Storage

pursuant to Regulations of the Federal Network Agency BK9-19/0610 (“REGENT2021”)

(https://www.bundesnetzagentur.de/DE/Beschlusskammern/1_GZ/BK9-GZ/2019/2019_bis0999/BK9-19-607_BK9-19-610_BK9-19-612/BK9-19-0610_Beschluss.html)

1. General

The Etzel ESE storage facility of OMV Gas Storage Germany GmbH offers access to the market area in Germany (THE) as well as access to the Netherlands market area (TTF).

According to section 2 of the operative part of REGENT2021, the network operator is obliged to offer a discounted network tariff at entry and exit points at storage facilities, if and to the extent that a storage facility connected to more than one transmission or distribution system is not used as an alternative to an interconnection point.

REGENT2021 replaces the decision of the Federal Network Agency of 24.03.2015, ref. BK9-14/608 (BEATE) with effect from 01.01.2020.

- I. Establishment of discount and non-discount accounts and initial allocation of gas quantities
 1. The storage operator undertakes to maintain at least one separate account for each storage customer, the market areas used by the storage customer and/or the connected markets of the neighbouring country used by the storage customer, to which the gas quantities are booked that
 - a. are injected into and withdrawn from the storage facility using exit or entry capacity of the network operator at the storage connection point which is priced with a reduced tariff in accordance with the requirements of the first sentence of section 2 of the operative part of REGENT2021 (hereinafter "discounted capacity" and "discount account")
 - b. are injected into and withdrawn from the storage facility using exit or entry capacity of the network operator at the storage connection point which is not priced with a reduced tariff according to the specifications of section 2 sentence 1 of the operative part of REGENT2021 (hereinafter "non-discounted capacity" and "non-discount account").
 2. The storage facility operator shall ensure that a rebooking
 - between a discount and a non-discount account,



- between a discount account of a market area and an account of a connected market of a neighbouring country

is not possible in both directions.

II. Duty of documentation and information

If the system operator has justified doubts about compliance with the regulations, if it has received a request for information regarding REGENT2021 from the Federal Network Agency or another competent authority, or if he is the addressee of a judicial review of compliance with the requirements of the REGENT2021 stipulation, the storage system operator shall, at the request of the system operator, provide the necessary evidence of compliance with the requirements of Tenor 2 of REGENT2021 - if necessary in accordance with the requirements of the authority or the court.

III. Inclusion in balancing group/subbalancing account and allocation of gas quantities

1. The network operator shall ensure that a shipper

- a. can contribute discounted capacity exclusively to a balancing group/subbalancing account without special designation for non-discounted capacity (Section 7 No. 8 Annex 1 of the Cooperation Agreement between the Operators of Gas Supply Networks Located in Germany, as amended from time to time (hereinafter "KoV")) and
- b. can only contribute non-discounted capacity to a specially marked balancing group/subbalancing account for non-discounted capacity (Section 7 No. 7 Annex 1 KoV).

2. The storage operator shall ensure that working gas quantities that are

- a. stored from a balancing group/subbalancing account without a special designation for non-discounted capacity shall be allocated exclusively to a discount account,
- b. stored from a specially marked balancing group/subbalancing account for non-discounted capacities shall be allocated exclusively to a non-discount account,
- c. are withdrawn from a non-discount account, are either transferred to a specially marked balancing group/subbalancing account for non-discounted capacity or, provided that the quantities stored are demonstrably withdrawn back into the original market area, are transferred to a balancing group/subbalancing account without special marking for non-discounted capacity, and
- d. are withdrawn from a discount account are either transferred to a balancing group/subbalancing account without special designation for



non-discounted capacity or, if the stored quantities are demonstrably transferred back to the original market area, to a specially designated balancing group/subbalancing account for non-discounted capacity.

In the event of invoicing within the meaning of margin no. 393/396 of REGENT2021, the network operator shall inform the storage system operator about the working gas quantities and the storage customer concerned. In this case, a rebooking can be made from a discount account of a connected market area to the non-discount account of the same connected market area.

If the working gas quantities cannot be allocated or transferred in accordance with Section 2, the nominations concerned shall be reduced to zero by the storage operator as part of the matching process and communicated to the network operator.