



**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.

### **Data Protection Clause**

#### **General**

This Agreement shall be governed by applicable data protection laws and regulations, including national legislation and the General Data Protection Regulation (GDPR) EU 2016/679. Each Party, as independent controller shall observe the applicable law and determine separately the purposes and means of processing personal data.

The Parties, including their Subcontractors, shall process all personal data of the disclosing party or third parties exclusively for the purpose of this Agreement. The disclosing party is authorized to provide the receiving party with the disclosed personal data.

The representatives and contact persons of the Parties acknowledge that their personal data will be processed for the purpose of concluding and executing this Agreement, in compliance with GDPR rights and principles. Each Party shall fulfill its information obligations towards data subjects in the context of its own data processing operations. For the Company, the Privacy Policy available on website <https://www.omv.com/en/data-protection> shall be considered. In case of international data transfers the relevant safeguards according to Art 45 et seq GDPR are observed.

If one Party acts as data processor pursuant to the applicable data protection laws, the Parties shall enter into a data processing agreement in accordance with art. 28 GDPR or an equivalent thereto to ensure legal compliance with respect to such data processing.

During the performance of the Agreement and as long data has to be kept according to statutory retention obligations, the Parties shall: (i) adhere to technical and



organizational measures to ensure the confidentiality, integrity, and availability of personal data; (ii) protect the disclosing party's personal data with state-of-the-art security measures; and (iii) restrict access to trained staff committed to confidentiality obligations.

Upon completion of the Agreement, the Parties shall duly ensure the irrevocable anonymization or deletion of any personal data processed based on this Agreement, except for any data retention due to statutory retention obligations or other legal basis applicable according to the GDPR.

#### Obligations of data processors

If one party acts as data processor pursuant to the 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. In the case of transfer of personal data outside the European Economic Area (EEA), the module 2 of the EU standard contractual clauses (controller – processor) of the European Commission as of June 27, 2021 must be signed and agreed by the data exporter and data importer, unless an adequacy decision exists for the country of the data importer. If during the performance of the Contract the receiving party needs to transfer personal data to third parties, the receiving party shall request the prior confirmation of the disclosing party. In addition, the receiving party shall enter into substantially identical data processing agreements in accordance with and to the extent required by this clause. The receiving party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without ensuring beforehand that appropriate safeguards according to Art. 44 et seqq. GDPR are established (e.g. an adequacy decision exists for the country of the data importer or the parties sign module 2 (controller – processor) or module 3 (processor- processor) of the EU standard contractual clauses of the European Commission as amended).

#### Completion and Duration

Upon completion of the 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 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.

All obligations set out in this clause shall survive any completion or termination of the Contract.

#### Cross-border storage usage GTS

The Dutch Tariff Code gas ('Tarievencode gas'; "Tariff Code") has been amended as from 1 January 2025. Under the new Tariff Code, the gas storage discount can be granted by GTS to the Storage Customer if the SSO has concluded an agreement with GTS which guarantees that the discount is only granted to the extent that the gas storage facility is used as gas storage in the TTF market area and there is no transport



of gas between directly connected systems as referred to in recital 4 in the preamble and Article 9 (1) of NC-TAR (Commission Regulation (EU) 2017/460). OMV Gas Storage Germany GmbH has concluded such an agreement with GTS.

In order for GTS to be able to grant to the Storage\_Customer a 75% discount on an ex ante basis at the OMV Etzel cross-border storage facilities, Customer agrees that OMV Gas Storage Germany GmbH provides GTS with storage contract related data (THE and TTF inventories, allocations, gas in store trades, etc.) for any necessary subsequent settlement of transport charges in the event of cross-border storage utilization. If the storage is used across borders, GTS will make a subsequent charge for the transport fees, so that no discount is granted for cross-border storage use.

### Sanctions Clause

“Prohibited Person” means any entity, individual, vessel, or asset that is subject to sanctions or export control restrictions under any Sanctions, including without limitation by being: any individual, entity, organization or body that is (1) designated on a list under Sanctions; (2) 50% or more owned or otherwise controlled, directly or indirectly, by any individual, entity, organization or body designated on a list under Sanctions; (3) a part of, or owned or controlled by, a government subject to property-blocking sanctions (including at the time of this Contract, the governments of Cuba, Iran, North Korea, and Venezuela); or (4) organized under the laws of, domiciled in, or located or ordinarily resident in, a jurisdiction that is subject to comprehensive Sanctions.

“Sanctions” means all (i) economic, trade or financial sanctions or embargoes (including both primary and secondary sanctions measures), export controls, or similar laws, regulations, decrees, orders, or ordinances in force from time to time (in particular without limitation legislation, orders, or regulations of the European Union, any of its member states, the United States of America, or (ii) decisions, orders, injunctions or judgments of competent courts or authorities including without limitation courts or authorities of the European Union, any of its member states and the United States of America.

Customer acknowledges that the storage services are subject to Sanctions, in particular but not limited to Sanctions restricting the provision of storage capacities for natural gas directly or indirectly to Russian persons or entities.

Customer represents and warrants that

- (i) it is not
  - (a) a Prohibited Person;
  - (b) a Russian national, a natural person residing in Russia, or a legal person, entity or body established in Russia or a person or entity
  - (c) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by a legal person, entity or body referred to in points (a) or (b); or
  - (d) a natural or legal person, entity or body acting on behalf or at the direction of a legal person, entity or body referred to in points (a), (b) or (c); and
- (ii) it is complying with Sanctions and not engaging in, supporting, or facilitating transactions or activities that violate Sanctions or could expose OGS to adverse consequences under Sanctions.



Nothing in the Storage GTC is intended, and nothing herein should be interpreted or construed, to induce or require OGSG to act in any manner which is inconsistent with, penalised or prohibited under any Sanctions or would otherwise expose OGSG to a risk of violating Sanctions or risk exposure to adverse consequences under Sanctions. Should any conduct of Customer under the Storage GTC constitute a violation of, be inconsistent with, or expose OGSG to the risk of punitive measures under Sanctions, Storage GTC shall be entitled to suspend performance of its obligations under the Storage GTC, and notify the other party of such suspension without undue delay, until such time as it becomes able to resume performance lawfully and without risk of punitive measures. If a suspension of the contractual performance under this clause lasts for a period of longer than 6 consecutive weeks, OGSG shall be entitled to terminate the Contract with immediate effect by providing a termination notice to the other party.

In the event of a breach of Sanctions by Customer, OGSG shall be entitled to immediately terminate the respective agreement without any liability and cost and Customer shall fully indemnify (on an after-tax basis), protect, defend and hold harmless each of the OGSG and its affiliates, officers, directors, agents and employees from and against any and all claims, losses and liabilities attributable to any such breach.

**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)

