**EFET**

**European Federation of Energy Traders**

**PART I OF INDIVIDUAL PRISMA Gas Capacity Contract**

**(unbuNDLED)**

BETWEEN:

1. [ ]/[Entity selling the Gas Capacity via PRISMA] ("**Seller**"); and
2. [ ]/[Entity buying the Gas Capacity via PRISMA] ("**Buyer**")

the commercial terms of which are set forth below in its Part I, and the general provisions of which are set forth below in its Part II, and which incorporate by reference herein, and form a part hereof.

**Part I: Commercial Terms**

**Relevant** **Network Operator:** [ ]

**Gas Capacity details:** [Entry] [Exit]

 [Physical Flow]/[Backhaul]

[If Entry: [Entry Point]] [If Exit: [Exit Point]]

Gas Capacity Type: [Firm]/[Statistical Firm]/[Interruptible]

**Nature of Gas Capacity Transaction:**

|  |  |  |  |
| --- | --- | --- | --- |
| [ ] | **Transfer of Use Transaction** |  |  |
|  | **[ ] Contract Price Payable by Buyer**:  |  |
|  | **[ ] Contract Price Payable by Seller**: |  |
| [ ] | **Assignment Transaction** | ] |
|  | [ ] **Contract Price Payable by Buyer**:  |  |
|  | [ ] **Contract Price Payable by Seller**:  |  |  |

**Contract Quantity:** [ ]

**Time Unit:** [1 hour]/[1 Day]

**Total Capacity Period:** From [ ] hours on [ / / ]

to [ ] hours on [ / / ]

**Contract Price:** The amount in Eurosper [] established via PRISMA for this Gas Capacity Transaction

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| --- |
| **Elections for the purposes of Part II****Payment Method:** [Monthly Payment Method]/Lump Sum Payment Method] **§§ 5.1(a)(iv):** Does the Seller give the warranty set out in §§ 5.1(a)(iv)? : [Yes]/[No].**§§ 7.1(d)(iv)**: Number of days [ ]**§§ 9.3**: Default Interest Rate: EURIBOR plus [ ]%**Governing Law**: [English Law]/[German Law] |
| **Dispute Resolution:** [Courts]/[Arbitration] [If German Law chosen:[Courts of [ ]] OR [Place of Arbitration: [ ] Language of Arbitration: [English]/[German]]] **Amendments to Part II** |

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the commercial terms of which are set forth below in its Part I, and the general provisions of which are set forth below in its Part II, and which incorporate by reference herein, and form a part hereof.

**Part I: Commercial Terms**

**Relevant Network Operator (Exit):** [ ]

**Relevant Network Operator (Entry): [ ]**

**Gas Capacity – Exit - details:**

 [Physical Flow]/[Backhaul]

 Exit Point: [ ]

 Gas Capacity Type: [Firm]/[Statistical Firm]/[Interruptible]

**Gas Capacity – Entry - details:**

 [Physical Flow]/[Backhaul]

Entry Point: [ ]

Gas Capacity Type: [Firm]/[Statistical Firm]/[Interruptible]

**Nature of Gas Capacity Transaction:**

**Exit: [Transfer of Use Transaction]/[Assignment Transaction]**

**Entry: [Transfer of Use Transaction]/[Assignment Transaction]**

**[ ] Contract Price Payable by Buyer**

**[ ] Contract Price Payable by Seller**

**Contract Quantity:** [ ]

**Time Unit:** [1 hour]/[1 Day]

**Total Capacity Period:** From [ ] hours on [ / / ]

to [ ] hours on [ / / ]

**Contract Price:** The amount in Euros per [] established via PRISMA for this Gas Capacity Transaction

|  |
| --- |
| **Elections for the purposes of Part II****Payment Method:** [Monthly Payment Method]/Lump Sum Payment Method] **§§ 5.1(a)(iv):** Does the Seller give the warranty set out in §§ 5.1(a)(iv)? : [Yes]/[No].**§§ 7.1(d)(iv)**: Number of days [ ]**§§ 9.3**: Default Interest Rate: EURIBOR plus [ ]%**Governing Law**: [English Law]/[German Law]]**Dispute Resolution**: [Courts]/[Arbitration] [If German Law chosen:[Courts of [ ]] OR [Place of Arbitration: [ ] Language of Arbitration: [English]/[German]]] **Amendments to Part II** |
|  |