

Please note that only the German version of this BGV-Contract is binding. The English translation is not binding and is provided solely for information purposes. Any and all liability on the part of AGGM for any deviations in content or mistranslations is excluded.

Agreement

(hereinafter also "BGV-Contract")

between

AGGM Austrian Gas Grid Management AG,

Floridsdorfer Hauptstraße 1,

1210 Vienna,

Austria,

FN 212990x,

(hereinafter also referred to as "AGGM"),

and

the Balance Group Representative,

[CompanyName],

[CompanyStreet] [CompanyStreetNo],

[CompanyPostalcode] [CompanyCity],

[CompanyCountry],

[CompanyID],

(hereinafter also „Balance Group Representative“ or „BGV“),

(AGGM and the Balance Group Representative hereinafter jointly also referred to as the "Parties" and each as a "Party").

Präambel

- (A) AGGM is the Market Area Manager of the market area East and the Distribution Area Manager of the market areas East as well as Tyrol and Vorarlberg pursuant to the Natural Gas Act 2011 (BGBl. I No. 107/2011, as amended; hereinafter also referred to as "GWG").
- (B) The Parties are obliged to conclude a contract pursuant to §§ 14 para 1 no. 9, 91 para 2 no. 1, 91 para 2 no. 2, 91 para 2 no. 4, 93 para 1 no. 1 GWG as well as § 18 para 1 no. 25, 91 para 2 no. 2 GWG.
- (C) This BGV-Contract, together with the general terms and conditions of the Market Area Manager pursuant to § 16 GWG 2011 and the general terms and conditions of the Distribution Area Manager pursuant to § 26 GWG 2011 as its integral part, governs, in addition to the applicable law, the legal relationship between AGGM and the Balance Group Representative in the market areas East as well as Tyrol and Vorarlberg.
- (D) The general terms and conditions of the Market Area Manager of the market area East and of the Distribution Area Manager of the market areas East as well as Tyrol and Vorarlberg are contained in the "General terms and conditions of AGGM Austrian Gas Grid Management AG for the legal relationship between the latter and the balance group representative" as amended from time to time (hereinafter also referred to as "AB AGGM-BGV"). Any annexes thereto as well as the "General terms and conditions of AGGM Austrian Gas Grid Management AG for the use of the AGGM Platform" as amended from time to time (hereinafter also referred to as "AB AGGM Platform Usage") shall be an integral part of the AB AGGM-BGV.
- (E) The AB AGGM-BGV require the approval of the regulatory authority pursuant to §§ 16 para 1, 26 para 1 GWG.

The Parties therefore agree as follows:

1. In addition to the applicable law, the mutual rights and obligations of the Parties shall be governed by the present BGV-Contract and the AB AGGM-BGV approved by the regulatory authority. The AB AGGM-BGV are an integral part of the BGV-Contract.
2. AGGM publishes the AB AGGM-BGV approved by the regulatory authority in the respective applicable version on its website (www.aggm.at).
3. The Balance Group Representative has taken note of the contents of the AB AGGM-BGV and agrees with them.
4. This BGV-Contract shall enter into force upon signature by both Parties in the form specified in the AB AGGM-BGV. By way of clarification, it is pointed out that the provisions of the AB AGGM-BGV shall apply to the conclusion and termination as well as amendments and supplements of the BGV-Contract.

5. With the entry into force of this BGV-Contract, all possible previous contracts between AGGM and the Balance Group Representative on the validity of the general terms and conditions of the Market Area Manager pursuant to § 16 GWG 2011 and the Distribution Area Manager pursuant to § 26 GWG 2011 shall be cancelled.
6. The contractual relationship between the Parties shall be governed exclusively by Austrian law, to the exclusion of the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods contained in Austrian law.
7. The Parties may submit cases of dispute or complaint to the regulatory authority. The arbitration of disputes by the regulatory authority shall be governed by the provisions of § 26 of the E-Control Act (Federal Law Gazette I No. 110/2010, as amended). Other legal remedies shall remain unaffected. The jurisdiction of the ordinary courts shall remain unaffected by the above provisions. The place of jurisdiction shall be the court with subject- matter jurisdiction at the registered office of AGGM.

Vienna,

(Place, date)

(Place, date)

For AGGM Austrian Gas Grid
Management AG:

For the Balance Group
Representative (BGV):

(Signature of authorized
representatives of AGGM)

(Signature of authorized
representatives of the Balance
Group Representative)