



Austrian Gas Grid Management AG

Please note that only the German version of these AB AGGM-BGV 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.

General terms and conditions of AGGM Austrian Gas Grid Management AG for the legal relationship between the latter and the balance group representative

(AB AGGM-BGV)

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Preamble

- (A) With these AB AGGM-BGV, AGGM, in its function as market area manager in the market area East, implements the provisions of § 16 in conjunction with § 14 (1) no 9 GWG and, in its function as distribution area manager in the market areas East and Tyrol and Vorarlberg, implements the provisions of § 26 in conjunction with § 18 (1) no 25 GWG.
- (B) Pursuant to §§ 14 (1) no 9, 91 (2) no1, 91 (2) no2, 91 (2) no4 and 93(1) no 1 GWG, AGGM in its capacity as market area manager and BGV are obliged to conclude a contract. Under § 18 (1) no 25 and 91 (2) no 2) GWG, the distribution area manager and BGV are also required to conclude a contract.
- (C) Pursuant to § 26 GWG, the AB AGGM-BGV, together with the BGV contract as an integral part thereof, govern, in addition to the applicable law, the legal relationship between AGGM and the BGVs in the market area East as well as in the market areas Tyrol and Vorarlberg.
- (D) For the avoidance of doubt, it is pointed out that E-Control, as the competent regulatory authority, issues an approval pursuant to section 93 GWG 2011 for the market area East and/or the market areas Tyrol and Vorarlberg upon application by BGV. The scope of applicability of the provisions of this AB AGGM-BGV depends on the license(s) granted for the respective market area(s).

1. Definitions and interpretation

- 1.1 For the purposes of the BGV Contract and these AB AGGM-BGV, the following terms shall have the meanings ascribed to them in accordance with this Article 1.1. In all other respects, the terms used in the BGV-Contract and these AB AGGM-BGV shall have the meaning ascribed to them by the GWG, the GMMO-VO and the SoMa Gas:

"AB AGGM Platform Usage"	means the "General Terms and Conditions of AGGM for the use of the AGGM Platform", including its appendices, as amended from time to time.
"AB AGGM-BGV"	means these General Terms and Conditions of AGGM, approved by the Regulatory Authority, for the legal relationship between AGGM and BGV, including their Annexes, as amended from time to time.
"ACER"	means Agency for the Cooperation of Energy Regulators.
"AGGM"	means AGGM Austrian Gas Grid Management AG with its registered office at Floridsdorfer Hauptstraße 1, 1210 Vienna, Austria, and the company register number 212990x.
"AGGM Platform"	means the online platform of AGGM, which it operates in its function as market area manager as well as distribution area manager.
"Applicable Law"	means all laws, regulations, directives, and other legal acts of the European Union, a state, a province, a municipality, as well as court and official orders, resolutions, decisions and other legal acts applicable to the respective Party.
"Assignment"	has the meaning ascribed to such term by AGGM in Article 6.2.1.5 of these AB AGGM-BGV.

"Affected Party"	shall be the party claiming force majeure in accordance with Article 15.
"BGV"	means a balance group representative (balance responsible party) within the meaning of § 7 (1) no 6 GWG.
"BGV Candidate"	is the legal entity seeking approval pursuant to § 93 GWG 2011.
"BGV Contract"	means the agreement between the market area manager and/or the distribution area manager and the respective BGV validly concluded in accordance with item (B) of the Preamble.
"BKO"	means a balance group coordinator as defined in § 7 (1) no 5 GWG or a balancing undertaking as defined in § 2 (2) no 2 GMMO-VO.
"GDPR"	Regulation (EU) 2016/679 of 27.04.2016 on the protection of individuals with regard to the processing of Personal Data, on the free movement of such data and repealing Directive 95/46/EC, OJ L 119, 04.05.2016, as amended.
"E-Control"	means Energie-Control Austria for the regulation of the electricity and natural gas industries.
"E-Control Act"	means Federal Act on the Regulatory Authority in the Electricity and Natural Gas Industry, Federal Law Gazette I No. 110/2010, as amended.
"Gas Day"	means the period from 6:00 a.m. to 6:00 a.m. Central European Time (summer-winter time) of the calendar day. References to the date mean the calendar day on which the gas day begins.
"G-EnID-VO"	means the Gas Energy Intervention Data Ordinance (Erdgas-Energielenkungsdaten-Verordnung) 2017, Federal Law Gazette II No. 416/2016, as amended.
"GMMO-VO"	means the Gas Market Model Ordinance (Gas-Marktmodell-Verordnung) 2020, BGBl II No. 425/2019, as amended.
"wholesale schedules"	are wholesale schedules pursuant to § 32 (3) no 5 of the GMMO-VO and schedules for final consumers with a maximum contractual capacity of more than 25,000 kWh/h with hourly allocation pursuant to § 32 (3) no 6 of the GMMO-VO.
"GWG"	means the Natural Gas Act (Gaswirtschaftsgesetz) 2011, Federal Law Gazette I No. 107/2011, as amended.
"Force Majeure"	means any event or circumstance or chain of events and/or circumstances affecting the market area, the occurrence of which is unforeseeable and beyond the control of the affected party and which could not have been foreseen and averted even by exercising due and customary diligence, and which is the cause of the

	affected party not being able to fulfill its obligations towards the other party or not being able to do so in a timely manner. This shall also apply in particular to war, riots, strikes or lockouts, natural disasters or fire, epidemics, government measures or similar circumstances.
"Small border traffic"	means entry/exit at border interconnection points to/from the distribution area.
"Market Rules"	has the meaning ascribed to the term pursuant to § 7 (1) no. 37 GWG, including the SoMa Gas
"National Contingency Plan."	means the Emergency Plan pursuant to Article 8 and Article 10 of Regulation (EU) 2017/1938 of 25 October 2017 concerning measures to safeguard security of gas supply and repealing Regulation (EU) No 994/2010, as amended.
"Network Access Portal"	has the meaning ascribed to such term under Article 1 of the AB AGGM Platform Usage.
"Disclosed Data"	means personal data disclosed to the receiving party by the other party or third parties under this Agreement.
"Off-Spec Gas"	is gas that does not comply with the applicable ÖVGW guidelines listed in Annex 2 Z II GMMO-VO.
"Parties"	means AGGM and BGV together; "Party" means each of them individually.
"Personal data"	is all information according to Article 4 no 1 DSGVO.
"REMIT Regulation"	means Regulation (EU) No 1227/2011, OJ L 326, 8.12.2011, on Wholesale Energy Market Integrity and Transparency, as amended from time to time.
"SLP Consumption Forecasts"	are the current SLP consumption forecasts per utility.
"SoMa Gas"	means that part of the Market Rules which is drawn up pursuant to § 22 (1) no1 of the E-Control Act and which becomes applicable by virtue of a statutory order by way of approved General Terms and Conditions, as amended from time to time.
"Sub-balance sheet account"	means an account to which capacities can be allocated at a booking point in accordance with § 9 (1) of the GMMO-VO.
"Subletting"	has the meaning ascribed to such term in Article 6.2.1.5.
"UGB"	means Business Code, Federal Law Gazette I No. 106/1997, as amended.
"VHP"	means a virtual trading point within the meaning of Article 7 (1) 76 GWG.
"Virtual entry or exit point".	means the sum of the physical entry or exit points of a storage company or the sum of the physical entry points of a producer or a generator of biogenic gases (pool).
"Other contractors"	means the companies that are contractual partners of BGV for contracts pursuant to § 37 (2) GMMO-VO.

"Workday"	is any day except Saturdays, Sundays or public holidays in Austria.
"X Identifier"	means an EIC (Energy Identification Code) of type X according to ENTSO-E and identifies a legal entity.

- 1.2 The AB AGGM-BGV shall be subject to the following principles of interpretation, unless expressly stated otherwise therein or unless otherwise evident from the overall context:
- 1.2.1 Headings on items, articles or appendices are inserted merely for ease of reference and shall have no effect on the interpretation of the provisions hereof.
- 1.2.2 The singular automatically includes the plural (and vice versa).
- 1.2.3 References to a specific gender automatically include the respective other genders.
- 1.2.4 References to articles, paragraphs, sentences and appendices or words such as "hereunder" or terms with a similar meaning, shall be understood as references to these AB AGGM-BGV.
- 1.2.5 References to laws, regulations, market rules, resolutions, general conditions, decisions, agreements or documents shall equally refer to their respective amended, modified or replaced version.
- 1.2.6 Regulations for the Market Area East or Tyrol and Vorarlberg are applicable depending on the respective approval of the regulatory authority.

2. Subject matter and scope

- 2.1 The subject of this AB AGGM-BGV is the regulation of the legal relationship between AGGM in its function as market and distribution area manager and the respective BGV in the market areas East as well as Tyrol and Vorarlberg pursuant to §§ 16, 26 GWG.
- 2.2 All attachments to these AB AGGM-BGV as well as the AB AGGM Platform Usage are an integral part of this AB AGGM-BGV. The appendices to the BGV contracts form an integral part of the respective BGV contracts. In the event of contradictions, the contract components shall apply in the following order: (i) AB AGGM-BGV, (ii) AB AGGM Platform Usage, (iii) BGV Contract. In the individual categories, the chronologically more recent documents take precedence over the chronologically older documents.
- 2.3 Any general terms and conditions of BGV shall not become part of the contract. Any provisions deviating from these AB AGGM-BGV shall only apply if the parties have expressly agreed to them in writing in accordance with Article 21.4.
- 2.4 These AB AGGM-BGV shall not apply to the contractual relationship with a BGV of a special balancing group pursuant to § 26 GMMO-VO.
- 2.5 The rights and obligations of AGGM and BGV under the statutory regulations, in particular the GWG as well as the GMMO-VO and the SoMa Gas, remain unchanged.

3. Commencement, expansion and restriction of the BGV's activities; identification numbers.

- 3.1 BGV is obliged to conclude the following contracts:
- 3.1.1 the BGV contract with AGGM,
- 3.1.2 the contract of the BKO with the BGV on the basis of the approved General Terms and Conditions pursuant to § 88 GWG, which the AGGM concludes in the name and for the account of the BKO, and
- 3.1.3 in the case of activity in the market area East, in addition, the contract of the operator of the VHP in the market area east with BGV on the basis of the approved General Terms and

Conditions pursuant to § 31 (3) GWG, which AGGM concludes in the name and for the account of the operator of the VHP.

- 3.2 The conclusion of contracts pursuant to Articles 3.1, as well as the extension and restriction of BGV's activities to individual market areas, shall in each case be effected via the AGGM platform. In doing so, BGV is obliged to comply with the provisions of the AB AGGM Platform Usage.
- 3.3 For the purpose of organizing the balancing group system, AGGM shall assign a unique identification number to each BGV and each balancing group or sub-balancing account in accordance with the provisions of the AB AGGM Platform Usage. The BGV is obliged to use this identification number assigned to it.

4. Rights and correlative obligations of BGV

- 4.1 Subject to the fulfillment of the legal obligations of BGV under the BGV-Contract and the effective granting and continuation of the license granted to BGV pursuant to §§ 93, 94 GWG, the BGV-Contract entitles and obligates BGV, on the basis of BGV's contractual relationship with AGGM, with the operator of the VHP in the market area East and with BKO in the market areas East as well as Tyrol and Vorarlberg,
 - 4.1.1 the BGV or the balancing group members in the market area East to allocate entry and exit capacities to balancing groups or sub-balancing accounts vis-à-vis transmission system operators in the market area East in accordance with corresponding rights and obligations under the contracts of the respective transmission system operator;
 - 4.1.2 BGV to announce the balance group members who are authorized on the basis of their contractual relationship with BGV to allocate capacities at entry and exit points in the transmission system in the market area East by specifying the respective X identifier per balance group and/or sub-balance account. In this context, BGV may set up sub-balancing accounts for the purpose of a separate allocation of capacities at cross-border interconnection points in the transmission system on the AGGM platform for the first time in the course of registration. BGV expressly agrees that this information may be transmitted to the transmission companies, the BKO, the storage companies, the production companies, the operator of the Virtual Trading Point in the market area East. The allocation of capacities in the distribution area shall be carried out via the network access portal in accordance with Article 6.
 - 4.1.3 the BGV to independently manage its data in the closed area of the AGGM platform, in particular those of the balance groups, sub-balance accounts and/or allocation authorizations, BGV changes. It should be noted that changes can take effect on the next working day at the earliest. New balance groups and/or sub-balance accounts can only be set up with a lead time of at least three working days. BGV changes of suppliers can only be accepted with a lead time of at least three working days. Likewise, extensions/restrictions of activities in the closed area can be requested.
 - 4.1.4 the BGV, upon proposal of a supplier, to allocate an account allocated to this supplier for the allocation of off-takes to end customers to one of its balancing groups on a cut-off date, subject to a processing period of at least one full working day, whereby this is subject to the resolute condition that any other BGV to which this account is still allocated at this point in time agrees to this reallocation and confirms it in the AGGM platform, provided that the balancing group membership of the supplier's end customers represented in this account with this BGV is terminated on the cut-off date.
 - 4.1.5 BGV in accordance with § 21(6) GMMO-VO to allocate the relevant balancing-relevant allocation once a year to each end consumer with a load profile meter with a contractual

connected load of more than 25,000 kWh/h and less than or equal to 300,000 kWh/h as an hourly profile instead of a daily band or as a daily band instead of an hourly profile.

- 4.1.6 BGV to submit nominations within the scope of the entry and exit capacities at entry and exit points allocated to its balancing groups and/or sub-balancing accounts vis-à-vis transmission system operators in accordance with these AB AGGM-BGV and corresponding rights and obligations arising from the contracts of the party that contributed the capacity to the balancing group with the respective transmission system operator in the market area East;
- 4.1.7 BGV to submit trading nominations to the operator of the VHP in accordance with these AB AGGM-BGV and corresponding rights and obligations under the General Terms and Conditions of the operator of the VHP in the market area East;
- 4.1.8 BGV to submit nominations to storage and production companies in accordance with corresponding rights and obligations under the contracts with the respective storage and production company;
- 4.1.9 the BGV to submit nominations for local border traffic to the AGGM in accordance with these AB AGGM-BGV.
- 4.2 No allocation of capacities to balance groups shall be made for entry and exit points to storage and production facilities at distribution system level. In the case of valid contracts of the BGV pursuant to Article 4.1, a storage operator or a producer shall be entitled to allocate injection and withdrawal quantities or production quantities per balancing group for the BGV vis-à-vis AGGM for consideration in balancing.

5. Power suspension

- 5.1 If AGGM obtains knowledge that BGV does not fulfill its obligations under the BGV Contract vis-à-vis AGGM and/or vis-à-vis further contractual partners or does not do so in a timely manner, AGGM shall be entitled to disclose this information to the transmission system operators, the BKO, the storage companies, the producers, the operator of the VHP, and E-Control. The other contracting parties shall be entitled to disclose this information to AGGM at any time, without prejudice to their contractual obligations towards BGV. AGGM shall notify BGV of the disclosure of the information pursuant to Article 5.1 Sentence 1.
- 5.2 If E-Control withdraws or restricts the BGV's approval on the basis of the information in the first sentence of Article 5.1, AGGM shall adjust the approval status on the AGGM platform accordingly.
- 5.3 In order to achieve a balanced balance of the BGV's balance groups, AGGM is entitled, at its own discretion, to instruct transmission system operators, storage companies, producers and/or the operator of the VHP in the market area East to curtail the BGV's balance group allocations, irrespective of existing contractual rights, or to curtail them itself if the BGV breaches material obligations under the BGV contract, or legal consequences arising from contracts concluded by the BGV with other contractual partners of AGGM make it impossible for AGGM to fulfill its statutory duties. In this context, AGGM shall take into account, if available, per balancing group intraday measured and by AGGM forecasted consumption of end customers, feed-ins of renewable gases as well as wholesale schedules received from BGV.
- 5.3a If a BGV without end-customer supply has submitted a declaration to the BKO in accordance with section 2.1 of Annex Risk Management, Security Payments to the AB-BKO for the change to the curtailment mechanism, AGGM is entitled to curtail the BGV's exit nominations so that a balanced daily balance is achieved in full or approximately.
- 5.4 Objections to the notification of missing prerequisites shall be raised directly with the respective other contractual partner.

- 5.5 In the event of a blocking of the balance group, AGGM shall be entitled to discontinue nomination processing as of the beginning of the effectiveness of the blocking.
- 5.6 Any liability of AGGM for the consequences arising from Articles 5.1 to 5.5 is excluded, and claims must be asserted directly against the respective further contractual partner.
- 5.7 AGGM shall be entitled to discontinue nomination processing pursuant to Article 7 if the BKO notifies the relevant balance group in writing of the block. The discontinuation of nomination processing shall take place at the beginning of the effectiveness of the block. If AGGM receives the notification from the BKO only after the blocking has become effective, AGGM shall be entitled to discontinue nomination processing without undue delay.
- 5.8 Appeals against the blocking must be made directly to the BKO. Any liability of AGGM for the consequences of this block is excluded.

6. Network access and capacity management in the distribution area

6.1 General obligations

- 6.1.1 AGGM provides the network access portal in particular for the marketing of entry and exit capacities at the cross-border interconnection points in the distribution area. In this context, AGGM itself does not assume any liability for the capacity contracts concluded between BGV and the respective distribution system operator, in particular for the conduct and the capability as well as the willingness to perform of the respective contractual partners.
- 6.1.2 With regard to network access and capacity management, the Parties undertake to comply in particular with the provisions of the GMMO-VO issued on the basis of § 41 GWG and the provisions contained in these AB AGGM-BGV.
- 6.1.3 The BGV shall ensure that the entry or exit capacity at cross-border interconnection points in the distribution area booked by balance group members in the network access portal of AGGM is brought into a balance group assigned to it. The allocation to the balance group takes place in the network access portal of AGGM.

6.2 Principles of capacity management in the distribution area

6.2.1 Capacity marketing in the distribution area

- 6.2.1.1 The entry and exit contracts concluded via the Network Access Portal are concluded by AGGM with BGV in the name and for the account of the respective distribution system operator. The entry or exit contract is thus concluded between the BGV and the distribution system operator at the booked entry or exit point. AGGM itself does not offer any capacity rights and does not become a contractual partner of the concluded entry and exit contracts.
- 6.2.1.2 The entry and exit contracts shall be fulfilled and settled outside the Network Access Portal.
- 6.2.1.3 Only after successful completion of the registration shall AGGM be entitled to conclude entry and exit contracts with BGV in the name and for the account of this distribution system operator.
- 6.2.1.4 The entry and exit capacities at the cross-border interconnection points in the distribution area shall be marketed as part of primary marketing via the network access portal on a "first come, first served" basis. Standard capacity and interruptible capacity are marketed at each cross-border interconnection point. If entry or exit capacity is available at the distribution system operator, BGV can book it via the network access portal. The contract is concluded electronically by BGV using the "Click & Buy" function of the network access portal. BGV receives an electronic booking confirmation immediately.

- 6.2.1.5 BGV shall be entitled to sell the capacities acquired in the course of primary marketing to third parties ("assignment") or to allow third parties to use them ("subletting"). The commercial settlement of an assignment or subletting of acquired capacities shall take place directly between the contracting parties outside the network access portal. The assignment is carried out by transferring the capacity contract between the BGV and the distribution system operator to a third party. The distribution system operator informs AGGM about the transfer of the capacity contract. Subletting is carried out by allocating the capacities to a balance group agreed between BGV and the third party. BGV shall make this allocation in the network access portal. BGV is exclusively entitled to agree on the assignment or subletting of capacities with third parties who have authorization to use the network access portal.

6.2.2 Ongoing capacity management

- 6.2.2.1 The capacity booking at the entry and exit points of the distribution area to storage and production facilities as well as production facilities of renewable gases shall be made by the storage company, the producer or the producer of renewable gases, respectively, in accordance with § 14 (1) and § 15 (1) GMMO-VO.
- 6.2.2.2 At bookable cross-border interconnection points in the distribution area, capacity booking shall be carried out by the BGV or registered network users in accordance with § 13 (3) GMMO-VO.
- 6.2.2.3 The booking of the required capacities with the upstream network operators on German territory for the feed-into the market areas Tyrol and Vorarlberg shall be carried out by AGGM as a whole, without an allocation of the capacities to individual balancing groups or balancing groups.

6.2.3 Predictable capacity constraints

- 6.2.3.1 Within the scope of its duties, AGGM coordinates with the network operators, storage companies, operators of storage facilities or producers as well as with the BGV planned interruptions of operation, operational restrictions or the discontinuation of operation of pipelines or storage or production facilities or renewable gas generation facilities that require the restriction of capacities and affect the fulfillment of nominations at entry or exit points or at the VHP in the market area East or the supply of end customers.
- 6.2.3.2 In the event of foreseeable capacity restrictions at an entry or exit point, in particular due to such planned operational interruptions, operational restrictions or cessation of operation of pipelines or storage or production facilities or renewable gas generation facilities, due to which the restricted technically available capacity is smaller than the designated standard capacity, the capacity allocation shall be adjusted to the restricted technically available capacity with the aim that the resulting restricted allocated standard capacities match the restricted technically available entry or exit capacity. In doing so, it is important to note:
- 6.2.3.2.1 Entry or exit points at bookable cross-border interconnection points of the distribution area: Aliquot reduction of the standard capacities allocated to the balance groups until the sum of all standard capacities allocated to the balance groups equals the restricted technically available entry or exit capacity. The BGV shall be informed by AGGM about the extent of the capacity reduction per balance group.
- 6.2.3.2.2 Entry or exit points of storage companies and entry points of producers and generators of renewable gases: AGGM shall notify storage companies, operators of storage facilities, producers or generators of renewable gases of the restricted standard capacity per site. The BGV itself shall ensure that it is informed of the extent of the capacity reduction per balance group by the storage company or the producer or the generator of biogenic gases.

- 6.2.3.2.3 Capacity restrictions at the cross-border interconnection points Pfronten and Kiefersfelden in the market area Tyrol and Lindau/Leiblach in the market area Vorarlberg shall be settled vis-à-vis BGV (or balancing group managers) in accordance with Article 7.11 with regard to feed-into the market areas Tyrol and Vorarlberg.

7. Nomination management

- 7.1 In connection with nomination management, the parties are obliged to comply in particular with the provisions of Chapters 2 and 3 SoMa Gas for the market areas East and Tyrol and Vorarlberg, respectively.
- 7.2 In addition, the following rights and obligations apply to the parties in connection with nomination management:
- 7.2.1 AGGM bases its nomination management on the nominations and wholesale schedules submitted to it by BGV and the operator of the VHP for the market areas East and for the market areas Tyrol and Vorarlberg. For the market area East, AGGM also uses the nominations submitted by transmission system operators, storage companies and producers.
- 7.2.2 AGGM shall be entitled to notify the BKO, the operator of the VHP, transmission system operators, storage companies and producers if a BGV does not properly carry out the nomination processing (sending of nominations, and its correctness in terms of form, content and timing as specified in the SoMa Gas).
- 7.2.3 AGGM supports BGV by providing information regarding the registration steps according to the AB AGGM Platform Usage as well as documents required in this regard and coordinates a communication test for the data exchange with all affected contractual partners and system operators. A communication test is to be carried out between BGV and AGGM. BGV is obliged to carry out the communication test in time so that there are at least 3 (three) working days left until the start of the operational business. This period shall also apply to the activation of balance groups that are subsequently set up by BGV. The communication test refers to the error-free and complete data transmission between the named participants. For this purpose, BGV shall be obliged to prove at least 3 (three) working days before the nomination processing goes into operation that it can at any time ensure the exchange of data with AGGM to the required extent on the basis of the formats, interfaces, security standards and contents specified in the SoMa Gas and in the manner specified therein.
- 7.2.4 The BGV shall be obliged to notify AGGM of the registering balance group, the transferor or transferee of the gas quantities and the corresponding entry or exit point at least 2 (two) working days prior to the submission of the first nomination or a nomination to be newly established at a cross-border interconnection point in the distribution area.
- 7.2.5 At entry or exit points of transmission system operators, storage companies, producers and at the VHP in the market area East, BGV shall ensure that the transmission system operator, the storage company, the producer and the operator of the VHP notify AGGM at least 2 (two) working days prior to the submission of the first nomination or a new nomination to be set up of the balancing group registering this new nomination with the transmission system operator, storage company, producer or operator of the VHP.
- 7.2.6 BGV shall be obliged to coordinate with AGGM a unique name designation and the identification code of the end consumer in conformity with the market regulations at least 2 (two) working days prior to the submission of the first wholesale schedule or a new wholesale schedule to be set up in accordance with § 32(3)(5) or (6) GMMO-VO.
- 7.2.7 In accordance with chapters 2 and 3 SoMa Gas for the market area East and for the market areas Tyrol and Vorarlberg, AGGM shall specify the clear identification of nominations with regard to balance group, transferor or transferee and, if applicable, name designation.

- 7.2.8 At entry or exit points for cross-border interconnection points in the distribution area, BGV shall ensure that the upstream or downstream network operator controlling the respective entry or exit point at cross-border interconnection points in the distribution area has all the necessary data available in good time by means of nomination to enable the upstream or downstream network operator to process the matching with AGGM. The nomination can originate from BGV itself or from the corresponding transferor or transferee of the gas quantities. If differences between the nominations occur in the course of the matching and the nominations are not adjusted accordingly in time, the smaller values from the nominations shall apply (so-called "lesser rule"). AGGM is entitled to subject the last confirmed version of a nomination to a new matching if a repetition of the matching becomes necessary due to a changed delivery, acceptance or transport situation. The result of this new matching is transmitted to BGV as a revision of the last confirmed nomination, whereby only hourly values of the schedule lying in the future are affected by the change. BGV takes these changes into account in the subsequent nomination versions.
- 7.2.9 The BGV shall ensure that the transmission system operators, the operator of the VHP, the storage companies or the producers managing the respective entry or exit points in the transmission system, at the VHP, at storage facilities or at production facilities are provided with all necessary data in due time by means of nomination. AGGM shall ensure that all necessary data are available in time by means of nomination to enable (i) AGGM to determine the balance group status per balance group pursuant to Article 8 and (ii) the storage company or the producer to process the nomination per balance group with AGGM at the respective entry or exit point of the storage facilities or production facilities. AGGM is entitled to reconfirm the last confirmed version of a nomination with changed hourly values due to a changed delivery, offtake or transport situation. The result of this change shall be transmitted to the transmission system operator, the storage company or the producer as a revision of the last confirmed nomination for each balance group. Only hourly values of the nomination that lie in the future are affected by the change. BGV is obliged to ensure that the transmission system operator, the storage company or the producer takes these changes into account in the subsequent nomination versions.
- 7.3 BGV shall ensure that each of its balancing groups registered in the Tyrol and/or Vorarlberg market areas is exclusively assigned one balancing group in the upstream market area in Germany for the takeover of gas quantities into the Tyrol and Vorarlberg market areas. This allocation is to be announced by BGV on the AGGM platform as part of the registration procedure.
- 7.4 Gas quantities to be delivered from the upstream market area in Germany to the market areas of Tyrol and Vorarlberg shall be transferred exclusively to the balancing group of the BKO by nomination stating its identification at the VHP in the upstream market area in Germany in accordance with the market rules prevailing there. BGV is obliged to notify AGGM in advance of the gas quantities intended for transfer at the VHP in the upstream market area in Germany by means of a nomination for each balancing group in accordance with § 40 (3) GMMO-VO. In doing so, BGV shall ensure that the corresponding balancing group nominates exactly these registered gas quantities per balancing group. AGGM is entitled to take over the gas quantities as nominated in advance by BGV for each balancing group at the VHP in the upstream market area in Germany vis-à-vis the corresponding balancing group. AGGM acts in the upstream market area in Germany on behalf and for the account of BKO.
- 7.5 If no nomination is transmitted by BGV in the market area East and in the market areas Tyrol and Vorarlberg or by the transmission system operator, by a storage company or by a producer in the market area East for a balance group in accordance with the lead times specified in chapter 2 of the SoMa Gas, the corresponding nomination values shall be set to zero by AGGM.

- 7.6 AGGM shall inform BGV without delay of any short-term, unforeseeable restrictions on entry or exit capacity and transport capacity bottlenecks of which it has become aware and which (i) prevent the fulfillment of nominations at cross-border interconnection points in the distribution area, or (ii) lead to the interruption or restriction of end-customer supply, or (iii) restricted feed-in by producers of renewable gases. AGGM publishes information on non-settled nominations or restrictions of entry or exit capacity at the VHP, transmission system operators, storage companies, producers and generators of renewable gases as well as end customers with no or limited supply via the CEGH REMIT platform, provided that the information originates from the sphere of influence of AGGM or a system operator instructs AGGM to do so.
- 7.7 BGV shall ensure that all offtakes are matched by corresponding injections and/or that any changes to nominations and wholesale schedules are implemented and communicated in good time. If, due to a lack of implemented and transmitted changes of nominations and wholesale schedules, a threat to grid stability is caused, AGGM shall be entitled to take appropriate measures pursuant to Article 10.
- 7.8 The hourly values of a nomination for entry or exit points at cross-border interconnection points of the distribution area may not exceed the relevant sum of standard capacity and interruptible capacity. The hourly values of a nomination at cross-border interconnection points of the distribution area exceeding this capacity limit shall be reduced to the capacity limit by AGGM before the matching is carried out. AGGM will notify BGV of this without delay.
- 7.9 If the sum of nominations (day-ahead and intra-day) exceeds the maximum transferable capacity of the entry or exit point of storage undertakings or producers available in accordance with the calculation scheme approved by the regulatory authority less any capacity reductions due to foreseeable capacity constraints, the schedules shall be processed in accordance with the following procedure: The sum of nominations at virtual entry or exit points of storage companies and at virtual entry points of producers shall not exceed the sum of standard capacity and interruptible capacity of all sites of a storage company or a producer. Nominations at these virtual entry or exit points that exceed these capacity limits in total will be reduced by AGGM to the capacity limit pro rata, unless the storage companies or producers themselves submit correspondingly reduced nominations in total in accordance with the applicable renomination deadlines.
- 7.10 If the sum of nominations (Day-Ahead and Intra-Day) exceeds the maximum transferable capacity of the entry or exit point at cross border interconnection points of the distribution area available according to the calculation scheme approved by the Regulatory Authority minus any capacity reductions due to foreseeable capacity restrictions, the nominations shall be processed according to the following procedure:
- 7.10.1 Nominations which lie within their fixed portions of the standard capacity, reduced if necessary in accordance with Article 6.2.3, shall be fulfilled in full. The interruptible portion of the standard capacity, if any, shall be reduced pro rata.
- 7.10.2 If the sum of all nominations exceeds the maximum capacity of the entry or exit point, the following measures shall be run through and implemented to the extent necessary until the sum of the measures for maintaining the nominations is reduced to the maximum entry or exit capacity. The reduction of the nomination shares on the basis of interruptible capacity is carried out taking into account the order of booking (priority according to the "First Come, First Served" principle). The allocation of the unused standard capacity or interruptible capacity is subject to the resolutive condition that the capacity used for this purpose, which is allocated to another BGV, is not used by this intra-day. Consequently, AGGM can only confirm the nomination bindingly for the next hour in each case. The provisional nomination confirmation

for the remaining hours is subject to the condition described above occurring for the respective hour of the remaining gas day.

- 7.11 If the gas quantities nominated by BGV in the market areas Tyrol and Vorarlberg for transfer at the VHP in the upstream market area in Germany exceed in total the capacities booked in accordance with Article 6.2.1.3 or restricted in accordance with Article 6.2.3.2.3 at the cross-border interconnection points Pfronten and Kiefersfelden in the market area Tyrol and Lindau/Leiblach in the market area Vorarlberg, AGGM shall be entitled to limit its nominations per transferring balancing group at the VHP of the upstream market area in Germany on a pro rata basis until the respective currently available capacity is reached.

8. Balance group status

- 8.1 BGV shall ensure that balanced nominations and, as far as possible, correct wholesale schedules are submitted for the respective market area, taking into account metered and forecast end-customer consumption and feed-ins of renewable gases.
- 8.2 AGGM plans the network operation modes, the use of the available network buffers and the use of physical balancing energy, in particular, on the basis of nominations or schedule registrations in accordance with Article 8.1.
- 8.3 In order to ensure the reliability of the planning pursuant to Article 8.2, the balancing group responsible shall be obliged to ensure that (i) each nomination is submitted in a forward-looking manner, specifying the planned hourly time series for the entire day and using the greatest possible gas economic diligence, and (ii) in the case of the obligation to submit wholesale schedules, these are prepared with the highest forecast quality available to it and submitted to AGGM as hourly values with an hourly profile.
- 8.4 In the event of a multiple occurrence of conduct in breach of due diligence, (i) in connection with nominations in particular a nomination behavior which does not appear comprehensible to AGGM, (ii) in connection with wholesale schedules in particular gross deviations between the hourly values of the wholesale schedules and the corresponding metered value allocations, which do not appear comprehensible to AGGM, and (iii) in the event of concerns on the part of AGGM regarding the fulfillment of the gas industry due diligence obligation, BGV shall be obliged to inform AGGM in writing of the reasons upon request, in particular according to (i) the reasons for the necessity of the nomination behavior and/or according to (ii) the reasons for the deviations.
- 8.5 If the conduct in breach of due diligence pursuant to Article 8.4 is permanently detrimental to the planning of the network operation and is not objectively comprehensible, AGGM shall have the right to terminate the BGV Contract for good cause pursuant to Article 17.5.
- 8.6 BGV expressly agrees that AGGM is entitled to use those allocated nominations and wholesale schedules for the determination of the balance group status which are transmitted to it by the transmission system operators, the storage companies, the producers, the operator of the VHP and BGV itself. The balance group status is determined taking into account the feed-ins of renewable gases and end-customer consumption measured and transmitted by the distribution system operators and forecast by AGGM.
- 8.7 The daily imbalance per balancing group shall be the balance of (i) the allocated nominations for entry and exit points of the market area in the transmission system, (ii) the nominations for local border traffic, storage and production, (iii) the netted trading quantities at the VHP including any delivery instructions of the gas exchange, and (iv) the end-customer consumption and feed-in of renewable gases measured and transmitted by the distribution system operators during the day and forecast by AGGM and BGV by means of transmitted

wholesale schedules. (iv) the end-customer consumption and feed-in of renewable gases forecast by AGGM or by the wholesale schedules submitted by BGV.

8.8 AGGM shall determine the balance group status per balance group in accordance with § 33 GMMO-VO and shall make the relevant data available on the AGGM platform in respective protected areas as well as an interface for automated access.

8.9 If the carry forward account of the balancing group manager pursuant to the definition in Article 2.1 AB MGM-VGM-BGV Ost V3.0 can no longer be balanced in time at the time of the expiry of the GMMO-VO 2012, the imbalance remaining in the carry forward account shall be credited or invoiced to the balancing group manager in accordance with Article 20.6 AB MGM-VGM-BGV Ost V3.0.

9. Publications

AGGM shall publish on the AGGM platform for information purposes (i) data in connection with market area status pursuant to § 34 (1) GMMO-VO and (ii) data in accordance with its obligations under § 14 (1) no 5 and 12 and § 18 (1) 19 GWG. AGGM shall provide an interface for automated access to the data referred to in (i) and (ii).

10. Measures to maintain network stability

10.1 Market area curtailment

10.1.1 If the difference between feed-ins and offtakes in the market areas becomes so large that the normal means of system control are not sufficient and physical balancing energy is not available to the extent necessary to reduce the hourly imbalance of the market area to the extent of the available network buffer, there is a threat to network stability pursuant to § 31 GMMO-VO. In this case, AGGM will immediately inform all BGVs and request them to adjust their nominations or to reduce end-customer consumption. If this measure does not have any effect, AGGM shall, at its own discretion, instruct transmission system operators, storage companies and/or the operator of the VHP in the market area East to implement curtailments, irrespective of existing contractual rights and obligations, by making use of the possibility to order the amendment of volume nominations as set out in § 31 GMMO-VO, or shall carry out curtailments itself.

10.1.2 The identification of the balance groups to be curtailed shall be based on the hourly imbalance of the individual balance groups existing in the hour in which the curtailment becomes necessary. The curtailment is carried out according to a ranking, starting with the balance group whose imbalance contributes most to the network imbalance and, if necessary, continuing for further balance groups until network stability is no longer endangered. The reductions shall be made in such a way that no balance group is reduced to a lower imbalance than those balance groups which are not reduced.

10.2 Short-term capacity restriction in the distribution area

10.2.1 If disruptions or other unplanned bottlenecks occur in the line infrastructure in the distribution area during ongoing operations, short-term capacity restrictions may also occur in the distribution area. AGGM will inform all BGV immediately if necessary. The process of short-term capacity restrictions follows according to the processes outlined in Article 6.2.3.2.

10.2.2 AGGM is entitled to issue instructions regarding restrictable contracts to bulk buyers in accordance with the provisions provided for in the Market Rules. AGGM shall inform BGV of this measure. BGV is obliged, if necessary by agreement with its balance group members, to

map the respective instructions of AGGM vis-à-vis corresponding bulk buyers and to take them into account in the respective bulk buyer schedules.

10.3. Supplementary regulations for maintaining network stability

- 10.3.1 If the measures pursuant to Articles 10.1 and 10.2 are not available or if, in the opinion of AGGM, none of these measures is sufficient, AGGM will recommend measures to the competent authorities in accordance with the national emergency plan or initiate measures pursuant to § 25 GWG.
- 10.3.2 In the cases of Article 10.1 and 10.2, the BGV that has not fulfilled its obligations according to Article 7.7 shall be liable and shall indemnify and hold AGGM harmless.

11. Supplementary regulations for data exchange between BGV and AGGM

- 11.1 In concretization of its obligation under Article 13.1, BGV is in particular obliged to provide AGGM with the following information and data:
 - 11.1.1 All master data and changes in the AGGM platform,
 - 11.1.2 Data pursuant to § 32 par. 3 fig. 1, 5 and 6 GMMO-VO and SoMa Gas for the market areas East and Tyrol and Vorarlberg, respectively,
 - 11.1.3 Data pursuant to § 5 (1) 1 (four-week forecast) in the format and via secure transmission in accordance with the requirements of AGGM and 12 (Contractual supply restrictions) G-EnID-VO in the format specified by E-Control.
- 11.2 AGGM shall in particular be obliged to provide the respective BGV with information and data pursuant to § 32 para. 10 no. 2 and 4 GMMO-VO and SoMa Gas.
- 11.3 To the extent that AGGM is informed by a Distribution System Operator pursuant to Article 5.7.3 AB AGGM-Netz that Off-Spec Gas has been taken over by such Distribution System Operator, AGGM shall notify all BGV thereof without undue delay.
- 11.4 BGV is obliged to check the SLP consumption forecasts submitted to it by AGGM for completeness and plausibility and to inform AGGM immediately in writing in the event of any doubts. BGV is obliged to inform the suppliers of the information on which the SLP consumption forecast is based and to record this in writing. AGGM is entitled to inspect the protocols at any time and to demand copies thereof from BGV.

12. Balancing Energy Management in the Market Area

Balancing energy management in the market area is carried out in accordance with the GMMO-VO.

13. Information obligations and data exchange

- 13.1 BGV shall be obliged to provide AGGM with all information and data required to fulfill the respective statutory tasks and duties of the market area manager and the distribution area manager.
- 13.2 BGV shall be obliged to carry out the provision of information and data transfers in the manner applicable at the time, in particular in accordance with Chapter 2 and Chapter 3 SoMa Gas, unless expressly stated otherwise in these AB AGGM-BGV, in particular Article 11.
- 13.3 BGV is responsible for the completeness and correctness of the content of the data and information created and transmitted by it. If BGV causes damage to AGGM due to incorrect

data or information, or data or information that is not transmitted or is transmitted late, BGV shall be liable for this in accordance with Article 16.

- 13.4 Notwithstanding legal, fiscal and commercial retention obligations, the Parties undertake to retain data for the last 3 (three) years since transmission in each case, unless mandatory statutory provisions to the contrary apply.
- 13.5 In the event of technical malfunctions, each party shall be obligated to inform the other party without undue delay and to initiate all commercially reasonable measures to ensure the proper execution of the contract again without undue delay.
- 13.6 The Parties shall be entitled to suspend the transmission and receipt of data and information for the purpose of carrying out operationally necessary work on the computer system serving the performance of the task. The Parties shall notify each other of such work, insofar as it is foreseeable, in due time, but at least 48 (forty-eight) hours prior to its commencement.

14. Secrecy, data protection and REMIT

- 14.1 The Parties shall treat as confidential any data, information or aggregates created therefrom of which they become aware in the course of their activities and shall not disclose them to third parties.
- 14.2 The obligation under Article 14.1 shall not apply,
 - 14.2.1 for data, information or aggregates that are generally known or otherwise become publicly accessible or known through no fault or negligence of a Party.
 - 14.2.2 if applicable law requires disclosure of the data, information or aggregates. In this case, disclosure is permitted to the extent required by applicable law.
 - 14.2.3 if AGGM publishes such data, information or aggregates, in particular those referred to in Article 9, on AGGM websites or platforms to the extent required by applicable law.
 - 14.2.4 if AGGM discloses such data, information or aggregates to the extent required by applicable law to those who in turn require such data, information and aggregates for the performance of their statutory duties, in particular to the extent regulated in these AB AGGM-BGV, the GWG, the EnLG, the GMMQ-VO, the G-EnID-VO, the SoMa Gas or European legal provisions.
- 14.3 The release from the obligation pursuant to Article 14.1 shall require the prior approval of one of the Parties by the respective other Party. The approval shall be in writing without exception. The disclosure of data, information or aggregates shall be deemed approved if:
 - 14.3.1 AGGM discloses data, information or aggregates to service providers for processing, which AGGM uses to perform its respective tasks. In this case, the authorization includes disclosure to the extent required under the respective service agreement, whereby AGGM is obligated to conclude an agreement with the respective service provider that ensures the confidentiality of such data, information and aggregates.
 - 14.3.2 AGGM publishes data, information or aggregates in accordance with Article 9.
 - 14.3.3 AGGM discloses data, information or aggregates to national and European regulatory authorities and to national and European interest groups in the gas industry. In this case, the authorization includes disclosure solely for the purpose of analyzing and evaluating facts that serve to answer questions in the general interest of the Austrian, regional or European gas industry. The disclosure of data, information or aggregates for the pursuit of commercial purposes as well as the disclosure of data of natural persons are expressly excluded from the scope of approval. AGGM ensures that the anonymity of the respective BGV is preserved.
- 14.4 Notwithstanding any other provisions, the national data protection laws and the GDPR shall apply. Each Party shall ensure that itself and its subcontractors, if any, process disclosed data exclusively for the purposes of the performance of this Agreement. The disclosing Party hereby

confirms that it is authorized to provide personal data to the receiving Party. If a Party acts as a processor of the other Party within the meaning of the GDPR in accordance with applicable data protection laws, the Parties shall enter into a data processing agreement that meets the requirements under Article 28 GDPR to ensure compliance with the legal provisions on data processing. The same shall apply if the receiving Party in turn discloses personal data to processors on the basis of this agreement.

- 14.5 During the effective term of this Agreement and any retention periods beyond this term, the Receiving Party shall process Disclosed Data in a manner that ensures appropriate security of the Disclosed Data through appropriate technical and organizational measures, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage.
- 14.6 The Receiving Party shall not be entitled to transfer Personal Data to or have Personal Data processed by subcontractors located in a third country outside the European Economic Area (EEA) without first ensuring that they have agreed to a standard data protection clause previously approved by the European Commission.
- 14.7 All obligations under this Article 14 shall survive termination of the BGV Agreement.
- 14.8 BGV is obliged not to provide AGGM with any insider information within the meaning of Article 2 line 1 REMIT Regulation. If any information is subject to the publication obligation pursuant to Article 4 REMIT Regulation, BGV shall ensure that such information is published effectively and in a timely manner prior to its transmission to AGGM.

15. Force majeure

- 15.1 If, due to an event of force majeure, a contractual obligation cannot be performed in whole or in part, not in time or not properly, the affected Party shall be released from the corresponding obligation for the period and to the extent to which the force majeure prevents its performance. To the same extent and for the same duration for which the Party affected by the force majeure is released from its performance, the other Party shall also be released from its corresponding contractual obligation.
- 15.2 The affected Party shall immediately notify the other party in writing of the reason as well as the beginning, the expected and the actual end of the effect of the circumstances preventing the fulfillment of its obligation.
- 15.3 The affected Party shall be obliged to regularly inform the other party about the status of the circumstance giving rise to the force majeure as well as about the further course of the termination of this circumstance at short intervals appropriate to the effects of the force majeure on the Parties.
- 15.4 The affected Party shall immediately take all technically and economically reasonable measures to minimize the effects of the Force Majeure, to restore the proper condition and to be able to resume the performance of its obligations under the AB AGGM-BGV.
- 15.5 If a Party uses services of third parties for the performance of its contractual obligations, an event that would constitute force majeure for such third party within the meaning of this Article 15 shall also be deemed force majeure for the benefit of such Party.

16. Liability

- 16.1 Each Party shall be liable to the other party exclusively for the fulfillment of the obligations arising from the BGV Contract and these AB AGGM-BGV, unless expressly stated otherwise in the BGV Contract or these AB AGGM-BGV. Each Party shall be liable to the other Party in accordance with the general provisions of the law on damages. Insofar as liability is based on

fault, liability shall only be assumed in cases of intent and gross negligence, with the exception of personal injury and claims pursuant to § 33 (6) GWG.

- 16.2 In the event of liability of the parties, liability for consequential damages, lost profits and indirect damages shall be excluded to the extent permitted by law. The liability of the Parties for all cases of damage within one calendar year is limited to EUR 200,000. This upper liability limit does not apply to those cases in which BGV is obligated to indemnify and hold AGGM harmless.
- 16.3 BGV shall in any case be liable to AGGM for all its balance group members.
- 16.4 BGV shall indemnify and hold AGGM harmless for all claims asserted against AGGM by third parties due to conduct for which BGV and/or its balance group members are responsible.
- 16.5 Insofar as these AB AGGM-BGV contain provisions that affect the relationship between market participants among themselves, but not the relationship between BGV and AGGM in its function as market area manager or distribution area manager, this shall only affect the contractual relationship insofar as it is assumed in this that the corresponding agreements between these market participants exist and are complied with. Any liability of AGGM arising from such provisions, in particular also with regard to the validity of the agreement between the market participants, is excluded in any case.
- 16.6 BGV shall ensure that its contractual agreements with the respective other contractual partners are fulfilled and that the Market Rules, including the SoMa Gas, are complied with and shall indemnify and hold AGGM harmless in this respect. This also includes operational obligations regarding formats, data exchange, communication channels and security standards.
- 16.7 Insofar as mandatory legal regulations do not conflict with this, AGGM shall not be liable for any damages related to the transmission or unchanged forwarding of data and information or calculations and/or derivations based thereon, or which otherwise result from their use, if these are based on inaccuracies, incompleteness, not and/or not timely provision caused by BGV or a third party. Any claims of BGV are to be asserted directly against the third party.

17. Conclusion and termination of the BGV contract

- 17.1 The BGV Contract is concluded via the AGGM platform.
- 17.2 The BGV Contract shall be subject to the resolutive condition that the application of BGV for the granting of a license pursuant to § 93 GWG has been rejected or refused by the regulatory authority, or that such license has been revoked by the regulatory authority or has expired, or that an application for the granting of a license has not been made at all or has been withdrawn for lack of fulfillment of the required prerequisites after the BGV Agreement with AGGM has been concluded. Any rights and obligations that have arisen from the valid contractual relationship shall remain unaffected by the dissolving effect if they are asserted.
- 17.3 Notwithstanding the premature termination for good cause pursuant to Article 17.5 as well as a termination pursuant to Article 20.4, the parties mutually waive the ordinary right of termination.
- 17.4 If the Parties agree to terminate the BGV Contract by mutual consent, the termination of the BGV Contract shall become effective upon expiry of the contractually agreed Gas Day.
- 17.5 Either Party shall be entitled to terminate the contractual relationship prematurely in writing, by registered letter, if there is an important reason which makes the fulfillment of the contractual rights and obligations unreasonable.
- 17.6 An important reason within the meaning of Article 17.5 exists, for example, if at least one of the following conditions is met:

- 17.6.1 Substantial change in the provisions of the applicable law so that it is unreasonable for the dissolving Party to adhere to the provisions of the BGV Agreement and/or the AB AGGM-BGV.
- 17.6.2 Breach of essential obligations of the BGV-Contract and/or the AB AGGM-BGV by the respective other Party, which despite a reminder including a threat of premature dissolution and setting of a grace period of 2 (two) weeks does not end this breach, so that adherence to the BGV-Contract and/or the AB AGGM-BGV is unreasonable for the dissolving Party.
- 17.6.3 Opening of insolvency proceedings against the assets of one of the Parties pursuant to § 25b Austrian Insolvency Code (BGBl Nr 337/1914 as amended from time to time) or legally binding non-opening of insolvency proceedings due to lack of assets to cover costs, or rejection of the application of the respective other Party to open insolvency proceedings due to lack of assets to cover costs.
- 17.6.4 Lapse of one of the essential prerequisites of one of the parties for the provision of its services under the BGV Contract and/or the AB AGGM-BGV, without the dissolving party being at fault for the lapse of this prerequisite.
- 17.6.5 Violation of the duty of care according to Article 8.5.
- 17.7 Furthermore, AGGM shall be deemed to have good cause within the meaning of Article 17.5 if
- 17.7.1 a contractual relationship of the BGV candidate or the BGV required for the performance of the BGV's activities in accordance with Article 3.1 has been terminated, or
- 17.7.2 no application for a permit pursuant to § 93 GWG has been filed because the necessary requirements have not been met.
- 17.8 The effectiveness of early termination for cause pursuant to Article 17.5 or termination pursuant to Article 20.4 shall be determined by the date of receipt of the letter at the registered office of the respective other party.
- 17.9 AGGM shall be entitled to notify the regulatory authority, the BKO, the VHP operator, the transmission system operators, the storage companies, the producers, the distribution system operators and the producers of renewable gases of the early termination of the BGV contract.
- 17.10 AGGM assumes no liability for damages incurred by BGV or third parties due to the justified termination or other dissolution of the BGV contract.
- 17.11 Any rights and obligations of the parties that have arisen during the ongoing contractual relationship shall remain unaffected by a dissolution of the BGV contract.

18. Legal succession

- 18.1 The Parties shall be entitled to transfer the contractual rights and obligations, including these AB AGGM-BGV, to legal successors, provided that the respective legal successor fulfills the requirements for the related activity in accordance with the applicable law and the Market Rules, including the SoMa Gas.
- 18.2 The Parties undertake to transfer all rights and obligations arising from the BGV Contract and these AB AGGM-BGV to their respective legal successors, if any, if the respective legal successor fulfills the requirements for the related activity in accordance with the applicable law and the Market Rules, including the SoMa Gas.
- 18.3 The transferring Party shall not be released from the obligations assumed until the legal successor has entered into the obligations with legally binding effect vis-à-vis the other Party.
- 18.4 The transferring Party shall notify the other party of the legal succession in writing. The legal succession shall only become effective vis-à-vis the other party upon receipt of the written notification at the other party's place of business.

19 Choice of Law, Jurisdiction, Place of Jurisdiction

- 19.1 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.
- 19.2 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 E-Control Act. Other legal remedies shall remain unaffected.
- 19.3 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.

20. Amendments to the AB AGGM-BGV

- 20.1 If the Regulatory Authority approves amended AB AGGM-BGV compared to the time of conclusion of the BGV Agreement, AGGM shall immediately notify BGV of the fact of the amendments and shall make the amended version of AB AGGM-BGV available to BGV in a suitable manner, whereby publication on the Internet shall suffice.
- 20.2 If BGV does not object in writing to the application of the amended GTC AGGM-GTC within 4 (four) weeks after they have been made available in accordance with Article 20.1, the BGV Contract shall be subject to the amended GTC AGGM-GTC. The receipt of the written objection at the registered office of AGGM shall be decisive for the timeliness. The silence of BGV shall be deemed as consent.
- 20.3 If BGV does not exercise its right of objection pursuant to Article 20.2 or does not exercise it properly, in particular not in due time and/or form, the amended AB AGGM-BGV shall become effective as of the first day of the month following the month in which the end of the period for raising the objection falls.
- 20.4 In the event of an objection, AGGM shall be entitled to terminate the BGV contract in writing, subject to a notice period of one month. AGGM shall expressly inform BGV in writing of AGGM's right of termination in the event of an objection. Any rights and obligations of the parties arising from the upstanding contractual relationship shall remain unaffected by the termination of the BGV contract.

21. Other provisions

- 21.1 The Parties shall be obliged to inform each other of any impending application for insolvency as well as of the filing with the court of an application for the opening of insolvency proceedings against their own assets.
- 21.2 The BGV takes note of the fact that conversations held with the dispatching center used by AGGM in the performance of its tasks are recorded.
- 21.3 All notices or other communications required between the Parties under the AB AGGM-BGV and AB AGGM Platform Usage shall, unless otherwise expressly provided in mandatory statutory provisions, the SoMa Gas, AB AGGM-BGV or AB AGGM Platform Usage, be in writing and shall be delivered to the respective Party by mail, in person, by messenger service, by fax or as a scanned signed attachment to an email.
- 21.4 The conclusion of the BGV contract as well as amendments or supplements concerning the contractual relationship between the parties require a handwritten signature or a signature by simple electronic signature using an electronic signature system provided by AGGM (hereinafter "electronic signature system") in order to be effective. This provision shall also apply to a waiver of the formal requirement set forth in sentence 1. Declarations by e-mail that

are not part of the simple electronic signature process using the electronic signature system pursuant to sentence 1 do not satisfy the form requirement set forth in sentence 1. The Parties agree that the method of signing using the electronic signature system set forth in sentence 1 shall have the same probative value for the intention of the Parties to be legally bound by amendments or supplements as if the amendment or supplement had been signed by the handwritten signature of each party.

- 21.5 If individual provisions of the BGV Contract and/or the AB AGGM-BGV and/or their respective appendices, and/or their respective supplements, if any, are or become void or ineffective, the validity of the respective remaining provisions shall not be affected thereby. Instead, the Parties undertake to replace the void or ineffective provision with a legally effective provision that is as close as possible to it in legal, economic and technical terms for both parties. This shall apply accordingly in the event of loopholes.
- 21.6 Costs incurred in connection with the establishment of the BGV Agreement, in particular costs of their own legal representation, shall be borne in full by the respective parties.
- 21.7 The business language is German.
- 21.8 The binding language version of the BGV Contract as well as the AB AGGM-BGV is the German language version. The English translation is non-binding and serves information purposes only. Any liability of AGGM for any deviations in content or translation errors is excluded.
- 21.9 The respective valid AB AGGM-BGV shall be made available to the BGV via the AGGM website.

22. Entry into force

These AB AGGM-BGV shall enter into force on 01.10.2022, 6:00 a.m., and shall fully replace earlier AB-MGM-VGM-BGV East as well as earlier AB-MGM-VGM-BGV Tyrol and Vorarlberg.