



Austrian Gas Grid Management AG

Please note that AGGM concludes the BGR Agreement with you in its German language version. 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 referred to as “BGR Agreement”)

by and between

AGGM Austrian Gas Grid Management AG,

Floridsdorfer Hauptstraße 1

1210 Vienna,

Austria,

company register no. FN 212990x,

(hereinafter also referred to as “AGGM”)

and

the balance group representative,

[CompanyName],

[CompanyStreet] [CompanyStreetNo],

[CompanyPostalcode] [CompanyCity],

[CompanyCountry],

[CompanyID],

(hereinafter referred to as “Balance Group Representative”),

(AGGM and the Balance Group Representative are hereinafter jointly also referred to as the “Parties”).

Preamble

- (A) AGGM is the market area manager and distribution area manager of the Eastern market area as defined in the Austrian Natural Gas Act (Gaswirtschaftsgesetz, GWG) 2011, Federal Law Gazette I no. 107/2011 (hereinafter also referred to as “GWG 2011”), as amended.
- (B) Pursuant to section 16 GWG 2011, the legal relationship between the market area manager and the Balance Group Representative is governed by the general terms and conditions of the market area manager. Pursuant to section 26 GWG 2011, the legal relationship between the distribution area manager and the Balance Group Representative is governed by the general terms and conditions of the distribution area manager.
- (C) The general terms and conditions of the market area manager and the general terms and conditions of the distribution area manager in the Eastern market area are laid down in the “General Terms and Conditions of the Market Area Manager and the Distribution Area Manager Governing the Legal Relationships between (i) the Market Area Manager and the Balance Group Representatives, on the one hand, and (ii) the Distribution Area Manager and the Balance Group Representatives, on the other hand, in the Eastern Market Area, including “AGGM’s General Terms and Conditions of Use for the AGGM Platform” (hereinafter also referred to as “GTC MAM-DAM-BGR East”). Pursuant to section 16 (1) and section 26 (1) GWG 2011, the GTC MAM-DAM-BGR East are subject to approval by the regulatory authority.

Now, therefore, the Parties mutually agree as follows:

1. The mutual rights and obligations of the Parties are derived from applicable statute and the GTC MAM-DAM-BGR East as amended and as approved by the regulatory authority, which form an integral part of this Agreement and which are agreed hereunder by the Parties to be binding.
2. The GTC MAM-DAM-BGR East approved by the regulatory authority in the version as amended are published on AGGM’s website (<https://www.aggm.at/en>)
3. The GTC MAM-DAM-BGR East as amended at the time of entry into force of this BGR Agreement are attached as an Annex to this BGR Agreement.
4. Any amendments to the GTC MAM-DAM-BGR East shall be governed by clause 10 of the GTC MAM-DAM-BGR East.
5. This BGR Agreement shall enter into force upon signing of the Parties and shall apply for an indefinite period of time.
6. The BGR Agreement shall be invalidated if the Balance Group Representative’s application for a licence under section 93 GWG 2011 is subsequently rejected or denied by the regulatory authority or if such licence is revoked by the regulator or expires or if an application for a licence was not submitted due to non-fulfilment of the applicable requirements after the BGR Agreement with AGGM was signed.
7. Upon entry into force of this BGR Agreement, any previous agreements or contracts between AGGM and the Balance Group Representative governing applicability of the

general terms and conditions of the market area manager and the general terms and conditions of the distribution area manager in the Eastern market area shall be deemed repealed.

8. The contractual relationship between the Parties shall be governed exclusively by Austrian law, to the exclusion of the conflict-of-law provisions of international private law contained in Austrian law as well as of the UN Convention on Contracts for the International Sale of Goods. The Parties may submit disputes or complaints to the regulatory authority. Disputes shall be arbitrated by the regulatory authority in accordance with the stipulations of section 26 E-Control Act. Recourse to any other legal remedies shall remain unaffected thereby. The above-mentioned provisions shall in no way affect the jurisdiction of the competent courts of law. The place of jurisdiction shall be the court with subject-matter competence at the place of the registered office of AGGM.

Vienna,

(Place, date)

On behalf of AGGM Austrian Gas Grid
Management AG:

(Place, date)

On behalf of the Balance Group
Representative:

(signatures of AGGM's authorised
representatives)

(signatures of authorised representatives of
Balance Group Representative)