Frame Capacity Contract

Version 19.07.2024

(FMCTXXXX)

between

TAG GmbH

Wienerbergstrasse 11
1100 Vienna, Austria
("TSO")

and

[System User Name]

[Legal office address]

[Legal office ZIP code]
[Legal office country]
("System User")

TABLE OF CONTENTS

RECITALS 3

Subject matter 4

Article 1 Definitions 4

Article 2 Capacity 4

Article 3 Transportation Service 4

Article 4 Balance Group Nomination 5

Article 5 Fee 6

Article 6 Invoicing and Payment 8

Article 7 Securities and Ratings 8

Article 8 Ineffective Provisions 10

Article 9 Assignment 10

Article 10 Term of Contract and Termination 11

Article 11 Miscellaneous 12

Article 12 Applicable Law and Arbitration 13

Article 13 Annexes 13

This Contract for Capacity Products (hereinafter referred to as “Frame Capacity Contract”) is made by and between TAG GmbH, a company existing and incorporated under the laws of Austria, having its legal office at Wienerbergstrasse 11, 1100 Vienna, Austria (hereinafter referred to as “TSO”) and [System User Name], a company existing and incorporated under the laws of [Legal office country], having its legal office at [Legal office address/street], [Legal office ZIP code], [Legal office country] (hereinafter referred to as [System User Name]” or the “System User”).
TSO and [System User Name] are also referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, TSO has available capacity at the Entry/Exit Point of the TAG Transportation System and is willing to provide a natural gas transportation service to System User in accordance with the terms and conditions of this Frame Capacity Contract and in compliance with the General Terms and Conditions for Transmission Network Access of TAG GmbH as approved by the Austrian Regulatory Authority (hereinafter “E-Control”) according to section 32 of Austrian Gas Act (hereinafter the “GTC”).

WHEREAS, System User is willing to obtain from TSO said service in the TAG Transportation System in accordance with the terms and conditions of this Frame Capacity Contract and the GTC;

This Frame Capacity Contract, including all Annexes, contains the provisions for the service to be rendered by TSO to the System User at the Entry/Exit Point of the TAG Transportation System.

NOW THEREFORE HAVING STATED AND IN CONSIDERATION OF THE ABOVE, IT IS HEREBY AGREED AS FOLLOWS

Subject matter

This Frame Capacity Contract sets out the terms and conditions under which the Parties shall exercise their respective capacity rights and obligations at the Entry and Exit point of the TAG Transportation System.

Article 1 Definitions

1.1 The definitions outlined in the Other Market Rules Gas Chapter 1 in its latest valid version shall apply to this Frame Capacity Contract. Except not explicitly defined in the Other Market Rules Chapter 1 the capitalised and uppercase terms defined in this Frame Capacity Contract shall be taken as reference.

1.2 Any reference to time shall be construed as whatever official time in force in Austria.

Article 2 Capacity

2.1 This Frame Capacity Contract applies to capacity products offered and successfully allocated by TSO and booked by System User on the relevant used Capacity booking platform(s) as defined under Article 37 of the Commission Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems (hereinafter “NC CAM”) in its latest valid version.

2.2 The respective “General Terms and Conditions for Use” of respective Capacity booking platform(s), in their respective latest valid version apply. Amongst other, the bindingness of capacity bids submitted by System User and the rules for capacity allocation to System User shall apply. The successful capacity bids and relevant capacity allocation are irrevocable, unconditional, unless the provisions of Article 30 of CAM should apply, and binding for the System User.

2.3 The capacity successfully allocated, after participation in a capacity auction and bindingly booked by the System User according to the electronically submitted auction results. or assigned, after confirmation of the validity of an assignment to System User by TSO, (hereinafter the “Contracted Capacity”) can be nominated as specified in Article 4 upon fulfilment of the conditions outlined in Article 7.

Article 3 Transportation Service

3.1 System User shall have the right to nominate quantities of Natural Gas within the limit of the Contracted Capacity and according to the provisions stated in Article 4 below.

3.2 TSO shall accept at an Entry point or deliver at an Exit point the quantities of Natural Gas nominated in accordance with the Other Market Rules in force and within the limit of the Contracted Capacity set forth in Article 2.3 above.

3.3 For whatever reason, if the Contracted Capacity on UK or FZK basis, is not entirely available for the Transportation Service, TSO shall use its reasonable efforts to minimize any reduction or interruption. The rules for interruptions or reductions of the Transportation Services described in Annex 3 apply.

Article 4 Balance Group Nomination

4.1 The Contracted Capacity may only be nominated after allocation to a Balance Group and/or a Sub-Balance Account by the Balance Responsible Party ("Bilanzgruppenverantwortlicher BGV") in accordance with the provisions of the Other Market Rules as last amended. The System User shall perform the allocation to a Balance Group in due time. The respective lead times and further details are published in the dedicated procedure on the TAG GmbH's website.

4.2 The System User has to ensure that an authorization by the Balance Responsible Party exists, in order to enable the allocation of Contracted Capacity to the appropriate Balance Group(s) or to a Sub-Balance Account and communicate this information to the TSO according to the rules of the Other Market Rules as last amended and further details published in the dedicated procedure on the TAG GmbH's website.

4.3 Should the Balance Responsible Party violate provisions of the market rules and therefore limitations to nominations are ordered or the authorization to nominate has been suspended, this shall not affect the validity of this Frame Capacity Contract and the payment obligation of the System User. If these capacity rights are assigned to another Balance Group or Sub-Balance Account of another Balance Responsible Party with a valid nomination authorization or the contractual conditions between Balance Responsible Party and Market Area Manager are restored, these capacity rights are fully entitled to be nominated.

4.4 The allocation of capacity to a Balance Group or a Sub-Balance Account shall remain valid as long as the contractual obligations are met by the System User. The allocation of capacities is otherwise deemed void.

4.5 Balance Responsible Party on behalf of System User is obliged to notify TSO of any change of third-party delivering/off-taking with 3 (three) working days in advance. In the event that Balance Responsible Party fails to provide such information in a timely manner TSO cannot be held responsible for any damages occurring due to a mismatch with the interconnected transmission system operator.

4.6 The allocation shall take place in accordance with the confirmed nominations.

Article 5 Fee

5.1 The System User shall pay to the TSO on a monthly basis the capacity-based "Em" and commodity-based "Cm" fee, if any, in Euros (EUR) for the services provided and based on the Contracted Capacity, calculated in accordance with the Gas System Charges Ordinance 2013 (Gas-Systemnutzungsentgelte-Verordnung 2013,hereinafter GSNE-VO 2013) in its latest valid version as approved by E-Control as follows:

Em = Em1 + Em2

where, for successfully booked standard yearly, quarterly and monthly capacity products:

E_{m1} = $\left[\left(\frac{\text{SUC cap}_{[B/Aex/Aen]}}{365} * D * K * 100\right) * Q\right] / M / 100$ (Rounded to integer in €)

E_{m2} = $(AP * Q) / M / 100$ (Rounded to integer in €)

SUC_{cap}: Capacity based System Utilisation Charge for the respective Contracted Capacity pursuant to GSNE-VO 2013 in its latest valid version, in €/(kWh/h)/year

D: Runtime of the respective Contracted Capacity expressed in gas days

K: Level of the multiplier applicable to the respective Contracted Capacity pursuant to Section 3 par 9 GSNE-VO 2013, as last amended

M: Number of months of the respective Contracted Capacity

AP: Auction Premium (or Surcharge), expressed in ct €/(kWh/h)/Runtime

Q: Contracted Capacity (expressed in kWh/h)

Runtime: Duration for which the capacity was awarded

where, for successfully booked standard day-ahead and within-day capacity products:

E_{m1} = $\sum_{h=1}^{n} \left[\left(K * \frac{SUCcap * 100}{365}\right) * \frac{Q_{b,h}}{24}\right] / 100$ (Rounded to integer in €)

E_{m2} = $\sum_{h=1}^{n} \left[\frac{AP * Q_{b,h}}{Runtime}\right] / 100$ (Rounded to integer in €)

SUC_{cap}: Capacity based System Utilisation Charge for the respective Contracted Capacity pursuant to GSNE-VO 2013 as last amended), in €/(kWh/h)/year

K: Level of the multiplier applicable to the respective Contracted Capacity pursuant to Section 3 par 9 GSNE-VO 2013, as last amended

$Q_{b,h}$: Booked Flow Rate (expressed in kWh/h) of the respective Contracted Capacity

AP: Auction Premium (or Surcharge) expressed in ct €/(kWh/h)/Runtime

n: Total number of hours of effective Transportation Service in a respective month

Runtime: Hours for which the capacity was awarded for a duration between 1 (one) and 24 (twenty-four) hours (both included), expressed in full hours (n)

$Cm = V * SUC_{com}$

Where:

SUC_{com} Commodity-based System Utilisation Charge for the usage of the respective Contracted Capacity pursuant to Gas System Charges Ordinance in its latest valid version, in €/MWh, for the respective Entry or Exit Point.

V: Usage of the respective Contracted Capacity pursuant to GSNE-VO 2013 and Gas Market Model Ordinance, in MWh, for the respective Entry and Exit Point.

In compliance with Article IX (5) of the GTCs, any auction premium ("Surcharges") due by the System User remains valid to the full extent and shall be further paid for the term of the Contracted Capacity by the System User to the TSO, regardless of possible transactions via surrender and/or unbundled capacity conversion mechanisms.

5.2 In case of reductions of transportation services for Contracted Capacity on FZK basis due to unplanned maintenance, respective reductions of the Fee will be granted according to Section 3 par 10 GSNE-VO 2013 pursuant to the formula defined in Annex 2 GSNE – VO 2013, as last amended.

5.3 In case of interruptions of transportation services for Contracted Capacity on UK basis, and if not otherwise stipulated in the last amended version of the GSNE – VO 2013, reductions of the Fee will be granted according to Section 3 par 7 pursuant of GSNE -VO 2013. The compensation factor "rf" within the framework of this Frame Capacity Contract is applied pursuant the relevant formula available in Annex 1 of the last amended version of GSNE – VO 2013.

5.4 For Contracted Capacity on the basis of day-ahead and within-day products, and if not otherwise stipulated in the GSNE – VO 2013, the calculation of the reduction of the Fee according to the formulas defined in the Annex 1 and 2 of the GSNE-VO 2013, as last amended, will be performed independently for each concerned product and on a daily basis.

5.5 TSO will apply the reduction of the Fee as specified above only under the condition that the Balance Responsible Party provides the necessary information in particular the quantities nominated by the System User(s) to TSO according to Section 21 par 1 GMMO-VO 2012, as last amended.

Article 6 Invoicing and Payment

6.1 The Fee resulting from Article 5 above does not include any taxes, duties and other levies. The TSO shall be entitled to add to the Fee due by the System User any taxes, duties and/or other levies imposed to the TSO by a public authority in relation to the provision of the Transportation Service. The settlement of invoices issued by the TSO and default of payment events are subject to the provisions of Section XII of the GTC in force.

6.2 TSO shall make available the monthly invoices related to this Frame Capacity Contract only in electronical form on a dedicated web application accessible by the System User.System User shall ensure at any time that the respective contact details are updated in the dedicated web application.

Article 7 Securities and Ratings

7.1 System User shall provide a security deposit in form of a Bank Guarantee or Cash Deposit according to Section IV of the GTC or a Parent Company Guarantee.

7.2 In case System User's Contracted Capacity includes more than one quarterly respectively yearly capacity product at a given Entry or Exit Point, the total amount of security deposit to be provided for this Entry or Exit Point is collateralized and is limited to the security deposit to be provided for the highest (determined based on the monthly fee) quarterly respectively yearly capacity product at this Entry or Exit Point, in accordance with Article IV (5) of the GTC.

7.3 Notwithstanding Section IV (7) and (8) of the GTC, System User shall provide the security deposit in form of a Bank Guarantee, Parent Company Guarantee or Cash Deposit not later than 5 working days before the start of transportation of the Contracted Capacity.

7.4 In case that System User provides a security deposit in the form of a Bank Guarantee according to Section IV (3) and (5) of the GTC, such Bank Guarantee on first demand shall be issued by an internationally reputed bank (the "Issuing Bank"), whose long term rating has to comply with at least the minimum rating of the Issuing bank for Bank Guarantee as published in the dedicated procedure on the TAG GmbH's website.

7.5 In case the System User provides a Parent Company Guarantee, in which the credit rating of the Parent Company is equal or higher than the minimum Parent Company

Guarantee rating as published in the dedicated procedure on the TAG GmbH's website, Article IV (3) and (5) of the GTC shall not apply. The TSO shall verify and approve in writing the Rating of the Parent Company.

7.6 In case of provision of any security deposit according to Article 7.1, System User shall be entitled to allocate a quota of the total provided security amount to each bookable standard product. This allocation shall be compliant with the requirements of the GTC.

7.7 In case the System User has a credit rating equal or higher than the Minimum System User Rating published in the dedicated procedure on the TAG GmbH's website, Article IV (3) and (5) of the GTC shall not apply. The TSO shall verify and confirm the Minimum System User rating.

7.8 In the event System User – who previously was not obliged to provide a security deposit according to Article 7.6 – ceases to comply with the minimum requirements as specified in the dedicated procedure on the TAG GmbH's website the System User has to provide a security deposit in accordance with Article 7.1, 7.4 and 7.5 above promptly thereafter and at the latest within the due time for provision of security deposit published in the dedicated procedure on the TAG GmbH's website without being requested to do so by TSO. If System User does not comply with this requirement, TSO shall be entitled to terminate the Frame Capacity Contract with immediate effect without prejudice to any other remedy at law available.

7.9 In the event System User – who previously was obliged to provide a security deposit – turns to comply with the conditions laid down in Article 7.7, without prejudice to 7.8 above, TSO upon written request by System User shall return to System User the security deposit promptly thereafter and in any case within the due time for restitution of security deposit in case of change of the Minimum System User rating published in the dedicated procedure on the TAG GmbH's website from such a request of System User.

7.10 In case of revocation of the Bank Guarantee/Parent Company Guarantee, the System User has to ensure that the TSO is informed in writing at least 4 months before the termination date specified in the letter. In case a Bank Guarantee/Parent Company Guarantee has been revoked, System User shall provide to the TSO an equivalent financial security not later than 30 working days before expiration of the revoked Bank Guarantee/ Parent Company Guarantee unless all duties, liabilities and obligations of System User under the Frame Capacity Contract have been finally and definitively discharged in full by the termination date specified in the letter. Should Shipper fail to pay TAG within the above deadline, TAG shall be entitled to enforce the Bank Guarantee and in addition at the discretion of TAG to terminate the Capacity Contract with immediate effect without prejudice to any other remedy at law available.

7.11 In case a Guarantor's (Bank or Parent Company) rating ceases to comply with the minimum requirements as specified in the dedicated procedure on the TAG GmbH's website the System User has to provide a security deposit in accordance with Article 7.1 and 7.4 above promptly thereafter and at the latest within the due time for provision of security deposit published in the dedicated procedure on the TAG GmbH's website without being requested to do so by TSO. If System User does not comply with this requirement, TSO shall be entitled to terminate the Frame Capacity Contract with immediate effect without prejudice to any other remedy at law available.

Article 8 Ineffective Provisions

8.1 If any of the provisions of this Frame Capacity Contract, including any part of the GTC is or becomes ineffective, illegal, invalid, unenforceable, inoperative or void, the effectiveness of the other provisions shall not be affected or impaired thereby and will remain in full force and effect. The Parties undertake to replace the ineffective, illegal, invalid, unenforceable, inoperative or void provision by a new and effective operable provision which approximates to it as closely as possible in economic, technical and/or legal terms.

Article 9 Assignment

9.1 Without prejudice to Section 38 of the Austrian Gas Act 2011 as last amended, TSO may refuse its consent to an assignment for following reasons

(i) if the assignee has outstanding invoices or TSO has taken legal actions towards the assignee

or

(ii) if the assignee has not provided a security deposit according to the provisions outlined in Section IV (5) of GTC.

9.2 The System User agrees automatically with the final confirmation of the Assignment by TSO that, as of the effective date of such assignment to the assignee, the Contracted Capacity is amended accordingly to reflect the assignment. In addition, the System User shall be entitled to request an amendment of the amount of its security deposit under consideration of the amended Contracted Capacity according to Article 7 starting from the effective date of the assignment until the end date.

In case TSO accepts an amendment of a Bank Guarantee or Parent Company Guarantee with regard to the maximum guaranteed amount, TSO will retain both, the amendment and the respective original Bank Guarantee or Parent Company Guarantee.

In case of a bank guarantee or parent company guarantee replacement TSO shall return the former bank guarantee or parent company guarantee earliest after the new security deposit has been received and accepted by TSO in accordance with Section IV(7), IV(8) the GTC as last amended.

Article 10 Term of Contract and Termination

10.1 This Frame Capacity Contract shall come into force upon signing by both Parties.

10.2 Any modification and/or amendment to this Frame Capacity Contract shall be notified by the TSO to the System User in due time and by written notice.

10.3 After the expiry of a period of four (4) weeks from the written notice, the modification and/or amendment shall become automatically effective together with the respective capacity products either already booked/assigned or booked/assigned afterwards.

10.4 In case of objection within the abovementioned period by the System User, the Frame Capacity Contract shall remain in force and effect with regard only to the capacity products already contracted and until the expiration of such contracted capacity products.

10.5 Further booking/assignment of capacity products executed by the System User after the 4-week-objection period, shall be automatically subject to the provisions of the modified and/or amended Frame Capacity Contract.

10.6 Both parties have the right to terminate this Frame Capacity Contract as set out in the GTC. In addition, the System User has the right to terminate this Frame Capacity Contract under the condition that no Contracted Capacity products or unpaid invoices are in place. Such termination by the System User shall be notified by the System User to the TSO in writing and with a lead time of at least ten-days (10) from receipt of the written notice by TSO. The termination fails to apply in case, during the lead time period, the System User acquires further capacity products in accordance with Article 2 of this Frame Capacity Contract or by way of an assignment as described in Article 9. In such event it is deemed that the System User revoked its notice of termination.

10.7 This Frame Capacity Contract is set up electronically and shall be signed by the contracting parties either (a) in two (2) original copies, with each of the contracting parties receiving one (1) original copy or (b) by means of a certified digital signature.

Article 11 Miscellaneous

11.1 This Frame Capacity Contract and all information obtained hereunder or related to it, including all construction and operational data, shall be treated as confidential by the Parties (the "Confidential Information"). The Confidential Information may be disclosed to advisors, contractors, banks or other financing entities and employees of the Parties only to the extent required for the proper performance of the obligations arising out of this Frame Capacity Contract. No Party shall be entitled to disclose Confidential Information to any third party without the prior written consent of the other Party, except to appropriate governmental authorities or to Arbitrators under this Frame Capacity Contract or when required by mandatory law or regulations. For disclosures made to third parties, appropriate safeguards shall be taken to prevent the third party from making any further disclosures of such Confidential Information without the prior written consent of the other Party.

11.2 The Other Market Rules Gas (Chapter 1 to 4) as last amended issued by E-Control and as amended from time to time constitute an integral part of this Frame Capacity Contract.

Article 12 Applicable Law and Arbitration

12.1 Any dispute arising between or claim of the Parties under this Frame Capacity Contract, its existence or termination, construction or performance shall exclusively and finally be settled by an arbitral tribunal pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) in its latest version by 3 (three) arbitrators appointed under the Terms of these Rules. The tribunal shall sit in Vienna (Austria). The arbitration proceedings shall be conducted in English. Austrian law (excluding rules and regulations governing conflicts of laws) shall be applicable in any respect, i.e., also as code of procedure.

Article 13 Annexes

13.1 The Annexes hereto constitute integral part of this Frame Capacity Contract. The System User has taken note of these Annexes in full and accepts them herewith.

13.2 In the event of any conflict between this Frame Capacity Contract and the Annexes (with exclusion of Annex 1 “General Terms and Conditions”), this Frame Capacity Contract shall prevail.

Annex 1: General Terms and Conditions for Transmission Network Access

Annex 2: Quality specification

Annex 3: Description of types of capacity and interruption rules

IN WITNESS WHEREOF, this Frame Capacity Contract has been duly executed in two (2) original copies as of the date set forth below.

TAG GmbH	**System User Name**
Date:	**Date:**
---	---
Company stamp and duly signature(s) of authorised representative(s) **Name(s) in block letters**	**Company stamp and duly signature(s) of authorised representative(s)** **Name(s) in block letters**

CONVENIENCE TRANSLATION

Annex 1 to the capacity contract

General Terms and Conditions for Transmission Network Access of TAG GmbH

English Version of German version approved by Energie–Control Austria on 10.07.2019 according to section 32 of the Austrian Natural Gas Act 2011, BGBl. I Nr 107/2011, as amended by BGBl. II Nr. 226/2015.

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Contents

I. Subject matter 3
II. Definitions 4
III. Applicable law and language 4
IV. Request for system access (request for capacity), conclusion of the capacity contract, provision of deposit and securities 5
V. Transportation service 7
VI. Optional service 9
VII. Injection and withdrawal – gas quality 9
VIII. Determination and allocation of quantities 10
IX. Utilisation of unused booked capacity 10
X. Fee 12
XI. Invoicing 12
XII. Payment, default of payment and reminders 13
XIII. Obligations to provide information 14
XIV. Transmission of data – data protection – confidentiality 14
XV. Other provisions 15
XVI. Amendment to the General Terms and Conditions for Transmission Network Access 15
XVII. Severability clause 16
XVIII. Force majeure 16
XIX. Termination for good cause 17
XX. Legal succession 17
XXI. Warranties 17
XXII. Liability, indemnification 17

I. Subject matter

The subject of these General Terms and Conditions is to set out the mutual rights and obligations by and between transmission system operators and system users. For the actual rendering of the services described herein, contractual agreements between the system user and other market participants (distribution area manager, market area manager, balance responsible party, etc.) are additionally required under the terms of the Natural Gas Act 2011(*Gaswirtschaftsgesetz 2011)* and the Gas Market Model Ordinance 2012 (*Gas-Marktmodell-Verordnung* 2012, GMMO-VO). These contractual arrangements shall be the sole responsibility of the system user.

(1) For the purpose of transmission network access by system users as defined in sections 31 and 32 Natural Gas Act 2011, these General Terms and Conditions shall govern the following:

- the injection of natural gas into a transmission system;
- the withdrawal of natural gas from a transmission system;
- the mutual rights and obligations of the contracting parties.

(2) The transmission system operator shall be obliged under the entry and/or exit capacity contract (hereinafter called the “capacity contract”) to permit the system user to use its transmission system subject to the following instruments:

- section 31 Natural Gas Act 2011;
- the Gas Market Model Ordinance 2012 *(Gas-Marktmodell-Verordnung 2012, GMMO-VO)* as amended, including annexes;
- these General Terms and Conditions;
- on the basis of the system utilisation charge set forth in section 70 Natural Gas Act 2011, along with any statutory surcharges;
- on the basis of the approved entry and exit points (relevant points according to Regulation (EC) No 715/2009) under section 39 para. 2 Natural Gas Act 2011 (Gaswirtschaftsgesetz 2011) in conjunction with section 7 para. 1 E-Control Act (Energie-Control-Gesetz) as well as the entry and exit points to and from facilities of storage system operators, producers and producers of biogenic gases.

(3) The system user shall be obliged to use the transmission network under the terms of the capacity contract subject to the following instruments:

- section 31 Natural Gas Act 2011;
- the Gas Market Model Ordinance 2012 as amended, including annexes;
- these General Terms and Conditions;

- on the basis of the system utilisation charges set forth in section 70 para. 1 Natural Gas Act 2011, along with any statutory surcharges;
- on the basis of the approved entry and exit points (relevant points according to Regulation (EC) No 715/2009) under section 39 para. 2 Natural Gas Act 2011 (*Gaswirtschaftsgesetz 2011*) in conjunction with section 7 para. 1 E-Control Act (*Energie-Control Gesetz*) as well as the entry and exit points to and from facilities of storage system operators, producers and producers of biogenic gases.

II. Definitions

The definitions shall be those given in Chapter 1 of the Other Market Rules *(Sonstige Marktregeln, SoMa)*.

III. Applicable law and language

(1) The legal relationship between the transmission system operator and the system user under the capacity contract shall be governed by Austrian law, precluding the conflict-of-law provisions of international private law contained in Austrian law and the UN Convention on Contracts for the International Sale of Goods.

(2) Without prejudice to the jurisdictional competence of the arbitration court, both the transmission system operator and the system user may submit to the regulatory authority disputes or complaints, such as disputes arising from the settlement of charges, pursuant to section 26 E-Control Act. With regard to refusal of system access or the priority in allocating capacity, the pertinent provisions of the Natural Gas Act 2011 as well as the ordinances and official decisions based on that Act shall apply as amended.

(3) The General Terms and Conditions exist in both German and English versions; any conflicts between them are unintentional. The official language of business shall be German. The binding language version shall be the German one. The English translation shall not be binding and is provided purely for information purposes. The transmission system operator accepts no liability for any variations in content or errors of translation.

(4) Unless otherwise agreed between the parties, the capacity contract shall be concluded in English.

IV. Request for system access (request for capacity), conclusion of the capacity contract, provision of deposit and securities

(1) Access to the transmission system and conclusion of the capacity contract shall be subject to the provisions of section 36 Natural Gas Act 2011 and sections 3 to 12 in conjunction with section 47 Gas Market Model Ordinance 2012.

(2) Under sections 6f in conjunction with section 47 Gas Market Model Ordinance 2012 transmission system operators shall be obliged to auction capacity with effect from 06:00 a.m. on 1 April 2013.

The transmission system operator shall conduct capacity auctions on an auction internet platform. The registration on the auction platform and the execution of auctions shall be subject to the "General Terms and Conditions for the Use of the PRISMA Capacity Platform" as amended.

In order to participate in the auctions, the system user also has to register on the auction platform of the transmission system operator. After successful registration for TAG auctions on PRISMA, the system user will be electronically informed about the further steps for registration on the TSO`s auction platform.

(3) Day-Ahead and Within-Day auctions

Prior to the first participation in a Day-Ahead or Within-Day Auction, the transmission system operator shall be entitled to demand from the system user a security deposit in form of a bank guarantee or a cash deposit. The bank guarantee has to correspond to the sample provided by the transmission system operator concerning the bank guarantee as security deposit.

The amount of the security deposit depends on the intention of the system user to purchase Day-Ahead and/or Within-Day capacity in auctions on the PRISMA Platform and will be defined by the system user, whereby the minimum security deposit shall be 3,000 € (three thousand). The security deposit sets the credit limit on PRISMA and it is the sole responsibility of the system user to ensure that there is always enough credit limit available in order to participate in auctions in the amount of the desired capacity.

The security deposit shall serve as security for the system user`s monthly payment obligation under the capacity contract with a service period of one day or less. The security deposit always has to be provided in full amount.

If the system user is not fulfilling its obligation to provide a security deposit for the participation in Day-Ahead and/or Within-Day auctions in time or to its full extent, the transmission system operator is entitled to deny the activation of the system user for the participation in Day-Ahead and Within-Day auctions as well as to

suspend the system user from further participation in Day-Ahead and Within-Day auctions respectively effective from the end of the current gas day. The system user can only participate or (re)participate in Day-Ahead and Within-Day auctions if it has fulfilled to its full extent its obligations pursuant to this section. In this case, the activation of the system user or the removal of its suspension is effective from the beginning of the following gas day.

(4) Monthly / Quarterly / Yearly auctions

The transmission system operator is entitled to request a one-off temporary deposit from the system user prior to the participation in a monthly/quarterly/yearly auction in form of a bank guarantee or a cash deposit in the amount of up to 100,000 € (in words: one hundred thousand €). In any case the bank guarantee has to correspond to the sample provided by the transmission system operator concerning the bank guarantee as temporary deposit.

(5) The transmission system operator is entitled to request a security deposit from the system user which shall serve as security for the system user's payment obligation under the capacity contract. At the system user's discretion, the security deposit can be provided either in form of a bank guarantee or a cash deposit. At the system user's discretion the bank guarantee or the cash deposit can be replaced at any time by the other form of security deposit at a later stage. The amount of the cash deposit or bank guarantee to be provided by the system user (excluding the bank fees incurred by the transmission system operator) shall depend on the term of the capacity contract and shall be calculated as follows:

(a) In case of a capacity contract with a term of one month, the amount of the cash deposit or the bank guarantee shall be the amount of the fee due for the service.
(b) In case of a capacity contract with a term of one quarter, the amount of the cash deposit or the bank guarantee shall be the amount of the fee due for the first two months of the service.
(c) In case of a capacity contract with a term of one year, the amount of the cash deposit or the bank guarantee shall be three times the amount of the fee due for the first month of the service.

(6) If a system user does not fulfil its obligation to provide a security deposit in time or to its full extent, the transmission system operator is entitled to claim the temporary deposit in up to its full amount and the capacity contract is terminated automatically and with immediate effect. In this case, the transmission system operator shall be released from its obligations under the capacity contract. The transmission system operator will notify ECA concerning any breach of the contract by the system user and shall undertake legal proceedings against the system user for the incurred damages.

(7) The transmission system operator shall receive the bank guarantee of the system user not later than five (5) working days after the conclusion of the capacity contract otherwise para. 8 shall apply. The bank guarantee shall in any case correspond to the sample bank guarantee for security deposits provided by the transmission system operator. The bank guarantee shall be returned by the transmission system operator immediately after the complete fulfilment of the obligations by the system user under the capacity contract.

(8) The transmission system operator shall receive the cash deposit of the system user not later than five (5) working days after the conclusion of the capacity contract – excluding the bank fees incurred – on an account to be disclosed by the transmission system operator otherwise para. 7 shall apply. The cash deposit paid by the system user to the transmission system operator shall not bear interest and shall be repaid upon demand of the system user to an account to be disclosed by the system user immediately after the complete fulfilment of the obligations by the system user under the capacity contract.

(9) The conclusion of the capacity contract and the compliance with its provisions shall entitle the system user to allocate entry and/or exit capacity to balance groups or sub-balance accounts towards transmission system operators.

(10) Should the transmission system operator be unable to auction capacity pursuant to sections 6f in conjunction with section 47 GMMO-VO 2012 for technical reasons, capacity requests will be allocated according to the “first come first served” principle in the chronological order of request receipt.

The request to conclude a capacity contract shall in any case contain the following details:

a) Start and end of service;

b) Maximum capacity in Nm^3/h, m^3/h (0°C) or kWh/h, with a minimum capacity of 10 MWh/h or equivalent;

c) Entry or exit point;

d) Quality of service (firm/interruptible);

e) Name of contact person with address and phone number.

V. Transportation service

(1) The transmission system operator shall be obliged to accept and match the nominations of the balance responsible party in accordance with Chapters 2 and 3 of the Other Market Rules *(Sonstige Marktregeln, SoMa)* and - where necessary – in accordance with any other provisions provided the nominations comply with the specifications. The system user shall take care that the balance responsible party,

to whose balance group the capacity was allocated by the system user under section 23 para. 1 Gas Market Model Ordinance, complies with the provisions of Chapters 2 and 3 of the Other Market Rules *(Sonstige Marktregeln, SoMa)*.

(2) The system user shall be obliged not to exceed the contractually agreed maximum capacity for the entry and exit points when utilising the services under these Terms and Conditions.

(3) The transmission system operator shall accept or deliver natural gas to the agreed maximum capacity at the entry or exit point of its transmission system in accordance with the nomination rules in para. 1. The transmission system operator shall not be obliged to accept or deliver at the entry or exit point amounts of natural gas exceeding the maximum agreed hourly capacity. As a prerequisite for injection and withdrawal, nominations as specified in Chapters 2 and 3 of the Other Market Rules *(Sonstige Marktregeln, SoMa)* shall be submitted to the transmission system operator by the balance responsible party.

(4) The transmission system operator does not acquire ownership of the natural gas transported on behalf of the system user.

(5) Pursuant to the statutory provisions of the Natural Gas Act 2011 and in cooperation with the market area manager, the transmission system operator shall ensure pressure maintenance and the balance of injection and withdrawal under consideration of an economical method of operation.

(6) If firm capacity is no longer available to the extent demanded by the system user, the transmission system operator shall offer interruptible capacity as defined in section 36 para. 1 Natural Gas Act 2011. Under section 6 para. 2 Gas Market Model Ordinance 2012 the transmission system operator shall be entitled to offer interruptible capacity differentiated by classes reflecting the probability of interruptions. If the system user has booked interruptible capacity, transportation may be interrupted at any time to the extent necessary to carry out firm transportation services. In this case system users at all entry and exit points shall be treated equally in accordance with section I para. 2.

(7) If, to provide firm transportation services or interruptible transportation services of a higher quality class as defined by section 6 para. 2 Gas Market Model Ordinance 2012, interruption of transportation services on an interruptible basis is required, these transportation services on an interruptible basis shall be interrupted in proportion to the contracted capacity (pro rata) per quality class. In case of a different binding definition of the allocation rules for interruptions by the Annex to Regulation (EC) No 715/2009, Network Code on Capacity Allocation Mechanisms, the relevant services will be interrupted in accordance with the Annex to Regulation (EC) No 715/2009, Network Code on Capacity Allocation Mechanisms.

(8) In the event of any temporary disruptions within the transmission system, the transmission system operator shall be obliged to make every effort to avoid any ensuing reduction of the agreed capacity. If a reduction of the capacity cannot be avoided, it shall be allocated to the system users in proportion to the contracted capacity (pro rata).

(9) In the event of restrictions of the transportation service due to unplanned maintenance work, the rules on a reduction of the fees stipulated in the applicable ordinance under section 70 Natural Gas Act 2011 shall apply.

VI. Optional service

In addition to the services described hereunder, the transmission system operator can offer services directly associated with the system operation. These optional services shall be offered by the transmission system operator uniformly and without discrimination. The conditions and fees for optional services are based on the ordinance pursuant to section 70 Natural Gas Act 2011 and shall be published by the transmission system operator on the Internet.

VII. Injection and withdrawal – gas quality

(1) The system user shall be obliged to deliver at the entry point only natural gas complying with the specifications in annex 2 Gas Market Model Ordinance 2012. The transmission system operator and the system user shall be obliged to inform the other party immediately if it is found that the quality specifications in annex 2 Gas Market Model Ordinance 2012 are not met (referred to hereafter as “off-spec gas”).

(2) The transmission system operator shall be entitled to refuse acceptance of off-spec gas at the entry point. The natural gas delivered by the system user shall not be considered delivered in such a case. It shall remain within the sole discretion of the transmission system operator whether to transport any off-spec gas. The system user shall be liable to the transmission system operator under section XXII for costs incurred by the transmission system operator in connection with the cleaning and overhauling of the transmission system and the recovery of full operational performance, and shall indemnify and hold harmless the transmission system operator – including towards third parties – on whatever legal grounds.

(3) The system user shall be entitled to refuse acceptance of off-spec gas at the exit point, provided that the system user did not deliver the off-spec gas at the entry point and the transmission system operator did not refuse transportation. If the

system user refuses to accept any off-spec gas, the natural gas delivered by the transmission system operator shall not be considered delivered.

(4) The system user acknowledges that the natural gas delivered by it at the entry point may be mixed with gas delivered by other system users and that the gas received at the exit point may in some cases not be identical with that delivered at the entry point. Provided that the natural gas delivered by the system user at the entry point complies with the specifications in annex 2 Gas Market Model Ordinance 2012, the transmission system operator shall be obliged to deliver at the exit point only natural gas complying with the specifications defined in annex 2 Gas Market Model Ordinance 2012.

VIII. Determination and allocation of quantities

According to section 26 para. 3 Gas Market Model Ordinance 2012 the energy quantities delivered or received by the system user at an entry/exit point shall be received together with other energy quantities as part of an overall energy flow and the energy quantities from the respective confirmed nominations by the balance responsible party shall be considered the received energy volumes.

IX. Utilisation of unused booked capacity

(1) The system user shall be obliged to make unused booked capacity available to third parties. The system user shall offer unused booked capacity exclusively only via the online platform specified in section 39 Natural Gas Act 2011 (secondary capacity platform) in conjunction with section 10 Gas Market Model Ordinance 2012.

(2) The transmission system operator shall be entitled to withdraw all or part of the booked capacity from the system user under sections 11 et sqq. in conjunction with section 7 Gas Market Model Ordinance 2012.

(3) The transmission system operator shall accept any surrender of bindingly booked firm capacity which has been contracted by the system user at an Entry or Exit point, except for capacity products with a term of one day or less. The transmission system operators define until which point in time capacity can be surrendered and publish these lead times on their respective web page. In case of surrender of capacity by several system users with the same product quality and the same Entry or Exit point, the date and time in seconds of request's receipt by the transmission system operator for capacity surrender ("Time Stamp") will be decisive for any potential re-allocation in case of successful remarketing of the capacity by the

transmission system operator. The notification of the system user to surrender capacity is binding, irrevocable and immutable.

(4) The system user shall in any case retain its rights and obligations under an existing capacity contract to the extent of the not successfully re-marketed capacity. In the relevant period of surrender, that means from the announcement of the binding surrender until the conclusion of the corresponding capacity auction for which the capacity was ceded to the transmission system operator for re-marketing, the system user shall refrain from any action which could obstacle the re-marketing. Surrendered capacity will be marketed corresponding to the auction schedule according to the CAM Network Code as standard capacity product. After the closing of the auction, in which the system user's surrendered capacity is offered for remarketing, the system user will be informed about the result of the auction with regards to the surrendered capacity. In case of a successful re-marketing of the surrendered capacity by the transmission system operator, the system user shall be released from its existing capacity rights for the corresponding transportation period and extent; these capacity rights shall be transferred to the system user(s) who made a successful bid in the auction. The system user shall be obliged to reduce its existing capacity allocation to a balance group to the extent of the successful re-marketing of surrendered capacity and shall indemnify and hold harmless the transmission system operator.

(5) In case of a successful re-marketing of capacity by the transmission system operator, the regulated fee to be paid by the system user as contracting party under the existing capacity contract in accordance with the Gas System Charges Ordinance (GSNE-VO) as amended shall be reduced only to the extent of the successfully remarketed capacity by the transmission system operator. Any auction premium ("Surcharges") due by the system user remains valid to the full extent and shall be further paid for the term of the capacity contract by the system user to the transmission system operator. If the clearing price ("Clearing Price") of the auction for the successfully marketed capacities is less than the fee due by the system user as contracting party (regulated fee plus any surcharges), the system user shall then be obliged to further pay to the transmission system operator the difference in amount. The system user shall not be entitled to compensation of any difference between the fee under the existing capacity contract and a potentially higher fee obtained by the transmission system operator in the frame of a remarketing, including any potential auction premiums ("Surcharges").

(6) In case of transfer of all rights and obligations resulting from the capacity contract from one system user to another system user (Assignment) section IV para. 5 to 8 shall apply.

X. Fee

(1) The system user shall be obliged to pay to the transmission system operator the fee according to sections 72 et sqq. Natural Gas Act 2011 plus any statutory surcharges. If within the framework of an auction the system user purchases capacity at a price higher than the tariffs specified according to 72 et sqq. Natural

Gas Act 2011, the system user shall be obliged to pay that auction price for the term of the contract.

(2) The fee payable according to the capacity contract shall be rounded to integers (in Euro) by the transmission system operator.

(3) If no tariff pursuant to section 72 et sqq. Natural Gas Act 2011 is defined by ordinance under section 70 Natural Gas Act 2011, or if the ordinance under section 70 Natural Gas Act 2011 is revoked by the Federal Constitutional Court (*Verfassungsgerichtshof*), or if the Federal Constitutional Court has ruled that the ordinance under section 70 Natural Gas Act was unlawful, then the system user shall be obliged, until an ordinance is issued under section 70 Natural Gas Act 2011, to pay the tariff applying before the new ordinance comes into force or before the unlawful ordinance was revoked or recognised as unlawful, plus any statutory surcharges.

XI. Invoicing

(1) The transmission system operator shall issue an invoice by electronic means by no later than the fifth (5th) working day of the month following the month in which the contracted transportation service was rendered. The transmission system operator may request information from the system user for preparing invoices.

(2) Value added tax at the current rate and any other (future) tax, fee or charge that becomes payable due to or in connection with the capacity contract shall be invoiced by the transmission system operator in addition to the fee for the service and in accordance with the provisions of this section and paid by the system user. If the system user should demand an invoice that excludes value added tax, this should be documented to the transmission system operator in writing before the contract is concluded by providing either a VAT number or a certificate of entrepreneurial status.

XII. Payment, default of payment and reminders

(1) The system user shall be obliged to pay the invoices presented by the transmission system operator in EURO as specified in section XI, plus any banking charges incurred, by no later than the fifteenth (15th) day of the month following the month in which the service was rendered or – in case of capacity contracts with a term of one day or less – by no later than the fifteenth (15th) day after invoicing (due date) by remitting payment to an account to be disclosed by the transmission system operator. If the transmission system operator fails to present an invoice on time, the due date shall be postponed by the corresponding number of days.

(2) If the due date is not a banking day in Austria, the system user shall remit payment by no later than the first banking day following the due date.

(3) Any objections raised by the system user against the invoice shall not entitle the system user to postpone or refuse payment of the invoice amount. If upon examination the invoice is determined to be incorrect, the system user shall be entitled to charge interest for the partial sum of the invoice determined to be incorrect. Interest shall be calculated on the basis of an annual interest rate equal to the three-month EURIBOR plus four (4) percentage points or on the basis of the statutory interest rate, depending on which interest rate is higher on the day following the due date.

(4) The invoice shall be deemed acknowledged by the contracting parties if no complaint is filed within three (3) months of the due date.

(5) In the event of a default of payment by the system user, interest on default shall be charged from and including the day following the due date and until but not including the date when the amount is credited to the transmission system operator's account. Interest shall be based on an annual interest rate equal to the three-month EURIBOR plus four (4) percentage points or on the statutory interest rate, depending on which interest rate is higher on the day following the due date. The system user shall reimburse the transmission system operator for any expense actually incurred through reminders, resubmissions and any other actions suited and necessary for out-of-court measures to enforce or collect the debt, provided that the expense is caused by the system user and is reasonably proportionate to the enforced debt. Such expense may also be charged as a lump sum. The amount of the lump sum shall be made public.

(6) Without prejudice to the provisions of para. 5, in the event of a default of payment by the system user, the transmission system operator shall be obliged to notify the system user of this fact and grant the system user a further ten-day (10) period following written notification to remit payment. If payment is not made by the end of the additional ten (10) days, the transmission system operator shall be entitled

to terminate the capacity contract with immediate effect and to use the security deposit for contract fulfilment to cover any open debt claim held against the system user. The foregoing shall not limit in any way the transmission system operator's right to claim compensation for any amount outstanding not covered by the security deposit for contract fulfilment.

XIII. Obligations to provide information

(1) The transmission system operator and the system user shall provide each other with such information as is required in order to fulfil their contractual obligations and the obligations to provide information as specified in Chapter 3 Annex 1 Regulation (EC) No 715/2009 as well as to ensure system interoperability. Section 25 Gas Market Model Ordinance 2012 shall additionally apply.

(2) The system user shall be obliged to inform the transmission system operator in writing, before concluding the contract and if any amendment is made, about the customs regime applying to the natural gas that the system user is supplying to the transmission system operator.

XIV. Transmission of data – data protection – confidentiality

(1) The transmission system operator shall be entitled to use the system user data required for fulfilling its tasks exclusively in accordance with the relevant statutory requirements and may transmit these data only to the extent necessary and legally permissible to those market participants requiring these data for carrying out their tasks, especially to the market area manager and the distribution area manager.

(2) The transmission system operator shall make available to the relevant market participants the information and data which the latter require to complete their tasks as well as to ensure safe and efficient system operation, coordinated expansion and system interoperability. Corresponding obligations to provide information shall apply to the system user towards the transmission system operator in whose system the system user injects natural gas.

(3) The transmissions of data stated in these General Terms and Conditions shall be carried out in accordance with the specific manner set forth for each case in the Gas Market Model Ordinance 2012 and the Other Market Rules *(Sonstige Marktregeln, SoMa)*, each as amended.

(4) The transmission system operator and the system user shall treat confidentially any business and trade secrets of which they obtain knowledge while carrying out business activities and shall not disclose any such information to third parties. This shall not include the disclosure of information and data to the regulatory authorities

as required by law and to the transmission system operator's service providers to the extent required. The transmission system operator shall bind its service providers to the obligation of confidentiality likewise.

XV. Other provisions

(1) The system user shall be entitled to offset liabilities solely against claims that have been accepted by the transmission system operator or imposed by the court.

(2) The transmission system operator shall be entitled to outsource to third parties individual elements of its obligations to perform the service, e.g. accounting, dispatching etc.

(3) The system user shall be aware that telephone calls with the dispatching centre will be recorded.

(4) The capacity contract and any amendments or additions thereto shall be agreed upon in writing. Any departure from this requirement of written form shall also be made in writing. For postal communications the address to be used shall be that stated on the cover page of the capacity contract. Changes of address shall be notified to the other party in writing within fourteen (14) days.

XVI. Amendment to the General Terms and Conditions for Transmission Network Access

(1) These General Terms and Conditions form an integral part of the capacity contract. Both the sample capacity contract and the General Terms and Conditions are published on the Internet on the transmission system operator's website. The system user hereby acknowledges that, if it also uses its own general terms of business, these General Terms and Conditions shall always prevail. The fulfilment of obligations under the capacity contract by the transmission system operator shall not be deemed to constitute acceptance of the system user's general terms of business. Any matter not covered in the capacity contract and/or these General Terms and Conditions shall be settled between the contracting parties according to generally accepted practice in the industry.

(2) If a version of the General Terms and Conditions for Transmission Network Access is approved that has been amended compared with the version valid when the capacity contract was concluded, the transmission system operator shall notify the system user of the amendments without delay by registered mail or electronically and send the system user on request the amended General Terms and Conditions for Transmission Network Access. If the system user does not object to the application of the amended General Terms and Conditions of Transmission

Network Access in writing within four (4) weeks of being apprised of them, the respective capacity contract shall be subject to the amended General Terms and Conditions for Transmission Network Access. The amended General Terms and Conditions for Transmission Network Access shall become effective as of the first day of the month following expiry of the period for raising an objection. If the system user objects to the application of the amended General Terms and Conditions for Transmission Network Access in writing within four (4) weeks of being apprised thereof, the transmission system operator shall be entitled to terminate the capacity contract giving three (3) months notice of termination in writing. The transmission system operator shall explicitly inform the system user in writing of the consequences of any objection.

XVII. Severability clause

Should any provisions of the capacity contract, including these General Terms and Conditions for Transmission Network Access, be or become void, the validity of the remaining provisions of the capacity contract shall remain unaffected thereby. The contracting parties shall undertake to replace the invalid, legally ineffective or void provision with a new and valid provision that approximates as nearly as possible the economic, technical and/or legal intent of the invalid, legally ineffective or void provision.

XVIII. Force majeure

(1) If any contractual obligations cannot be met at all or cannot be met in timely or proper manner due to force majeure or due to fulfilling future statutory requirements as part of emergency measures, the relevant contractual obligations shall be suspended until the impediments and their consequences have been removed. Force majeure shall be deemed to include any event or any circumstance or any chain of events and/or circumstances impacting on the transportation services agreed with the transmission system operator under the capacity contract, the occurrence of which was unforeseeable and beyond the scope of influence of the contracting parties, which could not have been foreseen or avoided even by exercising due, customary and reasonable care and diligence, and which is the reason why one party cannot fulfil its obligations to the other party or cannot fulfil them within the agreed time. The foregoing shall apply specifically to war, riots, strikes or lock-outs, natural disasters or fire, epidemics, government measures or similar circumstances.

(2) The inability of the system user to pay the fee referred to in section X shall not be regarded as a circumstance of force majeure.

(3) The contracting party affected by force majeure shall be obliged to inform the other contracting party thereof without delay, indicating the foreseeable duration of the interruption of performance and the reasons for it.

(4) If an event of force majeure persists more than six (6) months, the contracting parties shall make best endeavours to adjust the capacity contract accordingly.

XIX. Termination for good cause

(1) The right of either contracting party to terminate the capacity contract with immediate effect for good cause shall remain unaffected.

(2) Examples of good cause for the transmission system operator are:

(a) severe breach of contract by the system user;

(b) institution of bankruptcy proceedings against the assets of the system user or non-institution of insolvency proceedings for lack of assets to cover costs.

In these cases, the transmission system operator shall be entitled to hold itself harmless by claiming the security deposit.

XX. Legal succession

If a capacity contract concluded on the basis of these General Terms and Conditions is assigned to a third party, the transmission system operator shall be entitled to require a security deposit from the new system user pursuant to section IV para. 5 to 8.

XXI. Warranties

The system user assures to have an unconditional and undisputed right to transport the natural gas delivered at the entry point. The natural gas delivered by the system user shall be free of any liens, encumbrances and third-party claims opposing transportation. The system user shall be obliged to indemnify the transmission system operator for any costs, lawsuits and claims raised by third parties.

XXII. Liability, indemnification

(1) Each contracting party shall be solely liable to fulfil the obligations arising from the capacity contract.

(2) Each contracting party shall be liable towards the other party as set forth in the general requirements of law governing compensation. In cases where such law refers to liability due to fault, except for personal injury and claims as stipulated in section 33 para. 6 Natural Gas Act 2011, the contracting party shall only be liable in cases of intent and gross negligence.

(3) In the event of the transmission system operator's liability due to gross negligence, such liability shall be limited to direct damage at twelve times the monthly fee; with capacity contracts with terms up to one year the transmission system operator's liability shall be limited to the amount of the contractual fee. Liability for indirect damage, loss of profits and consequential losses shall be excluded to the full extent permitted by law.

(4) The transmission system operator shall not be liable for any damage caused by malfunctioning of the online platform used for performing auctions and its improper use, in particular if caused by users not authorized by the system user and/or incorrect data input during the auctions. The system user shall indemnify and hold harmless the transmission system operator against any potential damages incurred by the transmission system operator and/or by third parties resulting from these circumstances.

(5) The system user shall be liable without limitation for damage suffered by the transmission system operator or third parties (e.g. other system users) through natural gas or biogenic gas which does not comply with specifications and shall fully indemnify and hold harmless the transmission system operator in such cases.

(6) The transmission system operator shall not be liable to the system user for damage suffered by the system user from legal agreements with third parties, even if such legal agreements are required in order to use the transmission system operator's service.

These General Terms and Conditions shall come into force on 01.10.2019 at 06.00 a.m.

Annex 2 to the Frame Capacity Contract

Quality Specification

ANNEX 2: Quality Specification

1. Gas Quality

1.1 Gas in TAG transportation system as a minimum requirement shall meet the criteria of the technical rules in terms of sec. 7 para. 1 n° 53 Austrian Gas Act, for the time being ÖNORM EN 16726 and ÖVGW G 31 as published and amended from time to time, which are binding to all market participants according to Annex 2 Austrian Gas Market Model Ordinance.

Annex 3 to the Capacity Contract

Description of types of capacity and interruption/reduction rules

1. Freely allocable capacity

FZK shall allow the injection at the entry point and the withdrawal at the exit point on a firm basis. This means access to the virtual trading point shall be guaranteed.

2. Dynamically allocable capacity

DZK shall allow the injection on a firm basis from the entry point with the corresponding withdrawal at the allocated exit points (“allocation constraint") and the withdrawal at the exit point with the corresponding injection at the allocated entry points (“allocation constraint“). Injection at an entry point without the corresponding withdrawal at the allocated exit points or a withdrawal at the exit point without the corresponding injection at the allocated entry points shall be available on an interruptible basis. TAG GmbH shall have the right to interrupt the transportation service wholly or partially, if the quantity of the nomination at the allocated points does not correspond, or corresponds only partially, to the DZK share of the nomination at the entry/exit point. Thus, access to the virtual trading point shall be interruptible. The firm DZK share (DZKg) shall be either the DZK share or the nomination of the allocation constraint, whichever is smaller. The interruptible DZK share (DZKu) shall be the difference between the DZK share and DZKg.

3. Interruptible capacity

UK shall allow the injection at the entry point and the withdrawal at the exit point on the interruptible basis. TAG GmbH shall have the right to interrupt the transportation service, in whole or in part. In such a case, the contractually agreed hourly flow rate shall be made available to the balance responsible party over a certain period of time only partly or not at all (in both cases: ”interruption“).

4. Interruption/ reduction rules

In case of interruptions for Capacity Contracted on UK basis or in case of reduction of the transportation service due to unplanned maintenance for Capacity Contracted the following rules apply

4.1 The Transportation Service to be performed by TSO to System Users affected by the reduction/interruption and to be performed on FZK basis shall have priority over the corresponding Transportation Services provided on UK basis;

4.2 If the total nominations under the FZK Transportation Service exceed the available capacity, TSO shall allocate the available capacity to the FZK Transportation Service on a pro rata basis, calculated on the basis of the relevant Capacity Contracted by System User;

4.3 if the total nominations under the FZK Transportation Service do not exceed the available capacity, the available capacity exceeding the total nominations under FZK Transportation Service shall be allocated to the UK Transportation Service on a pro rata basis, calculated

on the basis of the relevant Capacity Contracted by System User as long as no different priority levels of UK Transportation Services are defined.

4.4 In case Capacity Contracted by System User for UK transportation under different priority levels are concluded, the available capacity exceeding the total nominations under the FZK Transportation Service shall be allocated to the nominations under the UK Transportation Service taking into account the date of the capacity allocation ("timestamp") of the respective relevant Capacity Contracted on UK basis. In case of a reduction/interruption, Capacity Contracted by System User on UK basis becoming effective earlier shall prevail over Capacity Contracted by System User on UK basis becoming effective later (e.g. Yearly UK capacity has priority over Quarterly/ Monthly/Day-Ahead UK capacities; Quarterly UK capacity has priority over Monthly/Day-Ahead UK capacity and Monthly UK capacity has priority over Day-Ahead UK capacity).

4.5 If two or more nominations are ranked at the same position within the interruption order and the TSO does not interrupt all of them, a pro rata reduction of these specific nominations on the basis of their respective nomination shall apply.