



AGGM Austrian Gas Grid Management AG

**General terms and conditions governing the
legal relationship of the market area manager
with the balance group representatives
(GTC MAM-BGR)**

Version 5.0

Approved by Energie-Control Austria on [...]

Non binding translation

Pursuant to section 16 of the Austrian Natural Gas Act 2011, as amended (“GWG”), the legal relationship between the market area manager and balance group representatives shall be subject to the General terms and conditions governing the legal relationship of the market area manager with the balance group representatives (GTC MAM-BGR).

Numerous other provisions of the GWG – in particular, sections 14 (1) (no 9), 91 (2) (no 1), 91 (2) (no 2), 91 (2) (no 4) and 93 (1) (no 1) – state that the market area manager must conclude contracts with the balance group representatives.

The contract between the market area manager and a balance group representative must be based exclusively on the following GTC MAM-BGR. The necessary contracts with the operator of the virtual trading point, the distribution area manager and the balance group coordinator are based solely on the general terms and conditions governing these market roles.

1 Subject matter

1.1 These GTC MAM-BGR regulate the reciprocal rights and duties of the market area manager and the balance group representatives with regard to the conclusion, clearing and settlement of balance group contracts in the market area East, including the requirements for establishing and managing balance groups.

1.2 The subject matter addressed by these GTC MAM-BGR is thus:

- the arrangements for the conclusion of the contracts required by balance group representatives under the Austrian Gas Market Model Ordinance, as amended (“GMMO-VO”);
- the entitlements of balance group representatives under such contracts;
- the arrangements for balancing and the provision of data;
- the entitlements of the market area manager and the related declarations of consent of the balance group representatives;
- the arrangements for the suspension of services in the event that the balance group representative is unable to meet the requirements for their provision and
- other rights and duties of the parties.

1.3 The market area manager shall conclude a contract (including Annex I) based on these GTC MAM-BGR with each balance group representative. Such a contract shall be concluded via the market area manager’s online platform. The market area manager’s general terms and conditions of use of the online platform shall apply, and are an integral part of these GTC MAM-BGR.

1.4 The contract between the market area manager and the balance group representative (including these GTC MAM-BGR) shall be concluded under the suspensive condition that the balance group representative’s application for approval under section 93 GWG is subsequently rejected by the regulatory authority, or such approval is withdrawn by the regulator or lapses, or the application is not submitted owing to the non-fulfilment of the requirements therefor. Any rights and duties arising from the contractual relationship shall be unaffected by the above suspensive conditions if they are asserted.

1.5 The market area manager shall only conclude a contract with the balance group representative concerned on the basis of these GTC MAM-BGR. Divergent conditions or

provisions from the balance group representative are only applicable to the contractual relationship with the market area manager if the contract includes the latter's express written consent.

- 1.6 The contractual relationship between the parties shall be subject, in particular, to the Gas Market Code for the eastern market area, as amended ("Gas Market Code"), published by E-Control.

2 Definitions

Under these GTC MAM-BGR, the terms below are defined as follows:

- 2.1 **GTC MAM-BGR:** the general terms and conditions governing the legal relationship of the market area manager with the balance group representatives.
- 2.2 **MAM's GTC of portal use:** the market area manager's general terms and conditions of use of the online platform.
- 2.3 **Annex I to the contract:** an integral part of the contract containing the full contact details of the market area manager and the balance group representative.
- 2.4 **Appendix 1 of these GTC MAM-BGR:** an integral part of these general terms and conditions, containing a chart of the sequence for the balancing by the market area manager.
- 2.5 **Parties:** the market area manager and the balance group representative in question.
- 2.6 **Contract:** the agreement (including Annex I) concluded by the market area manager and the balance group representative concerned, on the basis of these GTC MAM-BGR.
- 2.7 **Other parties:** companies with which the balance group representative concludes contracts pursuant to section 19 (2) and (4) GMMO-VO, as amended.
- 2.8 **Sub balance account:** an account to which capacity can be allocated at a bookable entry/exit point in accordance with section 11 (7) GMMO-VO, as amended. The market area manager's balancing only takes place at balance group level.
- 2.9 **Carry forward account:** an account recording imbalances per balance group which have not yet been offset.
- 2.10 **"Local Border Traffic":** injection/withdrawal at cross-border interconnection points directly into/out of the distribution area.

3 Identification numbers and conclusion of contracts on the online platform

- 3.1 One of the responsibilities of the market area manager shall be to manage the balance group system, and to assign a unique identification code to each balance group representative and balance group or sub balance account. To this end, pursuant to the MAM's GTC of portal use, the market area manager shall assign identification codes which the balance group representative must use.

- 3.2 Under section 16 GWG, in addition to the contract with the market area manager, the balance group representative must also conclude the following contracts:
- 3.2.1 Contract between the operator of the virtual trading point and the balance group representative based on the general terms and conditions approved in accordance with section 31 (3) GWG, concluded by the market area manager on behalf of and for the account of the operator of the virtual trading point. Upon conclusion of the contract between the balance group representative and the operator of the virtual trading point, the balance group representative must take all of the steps required for the settlement of transactions on the gas exchange at the virtual trading point, and/or those steps described in the general terms and conditions of the operator of the virtual trading point.
 - 3.2.2 In the event that the balance group representative also intends to operate in the distribution area, a contract with the distribution area manager on the basis of the latter's approved general terms and conditions as defined by section 26 GWG, concluded by the market area manager on behalf of and for the account of the distribution area manager.
 - 3.2.3 In the event that the balance group representative intends to supply consumers and/or inject gas from biogas plants and/or "Local Border Traffic", a contract between the balance group representative and the balance group coordinator on the basis of the latter's approved general terms and conditions as defined by section 88 GWG, as amended, concluded by the market area manager on behalf of and for the account of the balance group coordinator.
- 3.3 The balance group representative expressly accepts that the procedure leading up to a binding contract to the balance group representative and the conclusion of a contract with the market area manager must comply with the MAM's GTC of portal use, which are an integral part of these GTC MAM-BGR.
- 3.4 A balance group representative who extends their operations from transmission area to distribution area and/or to supply of consumers and/or to biogas injection to the grid and/or "Local Border Traffic" must submit the relevant information via the online platform. The contracts must be concluded in accordance with the MAM's GTC of portal use. After approval of the extended operations of the balance group representative by the regulatory authority, the market area manager will activate the balance group representative with these new operations on the online portal according to article 4.6 of MAM's GTC of portal use.
- 3.5 If a balance group representative restricts their operations from distribution area and/or supply of consumers and/or biogas injection and/or "Local Border Traffic" into distribution and/or transmission area, the relevant information must be submitted via the online platform. The rules of MAM's GTC of portal use shall therefore be applicable.

4 Rights of balance group representatives and direct balance group members

- 4.1 Given that a balance group representative has complied with their duties and holds a respective valid licence issued by the regulator, the various balance group contracts confer the entitlements set out below.
- 4.1.1 Based on the contractual relationship with the market area manager and the operator of the virtual trading point:
- the balance group representative and balance group members shall be entitled to allocate entry and exit capacities to balance groups or sub balance accounts vis-à-vis transmission system operators, in accordance with the rights and duties created by the contracts with the transmission system operator concerned;
 - the balance group representative shall be entitled to nominate within the limits of their balance groups and/or sub balance accounts allocated entry and exit capacities on entry and exit points vis-à-vis transmission system operators in accordance with these GTC MAM-BGR, and with the rights and duties created by the contracts between the member that has contributed the capacity to the balance group and the transmission system operator concerned;
 - the balance group representative shall be entitled to submit trading nominations to the operator of the virtual trading point, in accordance with these GTC MAM-BGR, and with the rights and duties arising from the general terms and conditions of the operator of the virtual trading point;
 - in the event that the balance group representative manages a number of balance groups, the balance group representative shall name one of these balance groups vis-à-vis the gas exchange at the virtual trading point as the physical settlement account for the settling of own account exchange transactions. Where trades result from the offsetting of daily imbalances by the market area manager, the gas traded is directly allocated to the balance groups concerned.
- 4.1.2 Based on the additional contractual relationship with the distribution area manager and the implicated approval for the area of operations “FL+VG” (i.e. transmission + distribution) in accordance with article 1.6 lit b) GTC MAM portal use:
- the balance group representative shall be entitled to deliver schedules at storage system operator and production system operator vis-à-vis the distribution area manager, in accordance with these GTC MAM-BGR, and with the rights and duties created by the general terms and conditions of the distribution area manager (“GTC DAM-BGR” i.e. “AB VGM-BGV”).
- 4.1.3 Based on the additional contractual relationship with the balance group coordinator and the implicated approval for the area of operations “FL+VG+EKV/Bio” (i.e. transmission + distribution + supply of consumers and/or biogas injection to the grid) in accordance with article 1.6 lit c) GTC MAM portal use:
- the balance group representative shall be entitled to distribute end consumer schedules, drawn up pursuant to sections 18 (5, 6 and 7) GMMO-VO, to the distribution area manager in accordance with these GTC MAM-BGR and with the rights and obligations arising out of or related to the general terms and conditions of the distribution area manager (“GTC DAM-BGR” i.e. “AB VGM-BGV”);
 - the balance group representative shall be entitled to deliver schedules for “Local Border Traffic” and injections from biogas facilities vis-à-vis the distribution area

manager, in accordance with these GTC MAM-BGR, and with the rights and obligations arising out of or related to the general terms and conditions of the distribution area manager ("GTC DAM-BGR" i.e. "AB VGM-BGV").

- 4.2 No capacity is allocated to balance groups for entry and exit points at storage and production facilities at distribution system level. In case of existing contracts of the balance group representative pursuant to article 4.1.1 and 4.1.2 above, a storage system operator and a producer respectively is entitled, on behalf of the balance group representative, to allocate vis-à-vis the distribution area manager injection and withdrawal quantities or production quantities to each balance group for balancing purposes of the market area manager.
- 4.3 The balance group representative shall ensure that their contractual agreements with the other parties in question, and the Market Rules, including the Gas Market Code, are complied with and shall therefore indemnify and hold harmless the market area manager. This includes inter alia operational requirements regarding formats, data exchange, communication channels and security standards.
- 4.4 The market area manager shall assist the balance group representative by providing information and conducting a test run for data exchange with the other parties concerned. The balance group representative is obliged to carry out a communication test in time, in order to ensure a commencement of operations at least three working days in advance. This 3-day-deadline shall also apply to balance groups activated subsequently by the balance group representative.

5 Suspension of services

- 5.1 In the event of the non-fulfilment of duties arising from balance group contracts with other parties, the latter will notify the market area manager directly of such non-fulfilment, without prejudice to their other contractual rights. In this case as well as in the event of breach of this contract, the market area manager is entitled to transmit this information to all of the parties affected, namely the transmission system operator, the distribution area manager, the balance group coordinator, the storage system operators, producers, the operator of the virtual trading point and the gas exchange, and E-Control. The balance group representative shall be notified of such action without delay.
- 5.2 If E-Control withdraws or restricts the licence on the basis of the information pursuant to article 5.1, the new status of approval will be displayed on the online platform.
- 5.3 If the legal consequences of contracts with other parties prevent the market area manager from performing the balancing functions set out in article 6, particularly but not limited to the balancing pursuant to section 26 (4) GMMO-VO, or if material duties arising from the contract between the balance group representative and the market area manager are breached, the latter shall be entitled to decide at their own discretion to instruct transmission system operators, the operator of the virtual trading point and/or the distribution area manager to curtail allocations of balance groups of the balance group representative, irrespective of existing contractual rights, in order to achieve balanced nominations of the balance groups of the balance group representative.

- 5.4 Objections to reports of non-fulfilment of contractual duties must be lodged directly with the other party concerned. The market area manager shall not be liable for the consequences arising out of or related to article 5.1 to 5.4, and any claims must be asserted against the other party concerned.

6 Balancing in the market area

- 6.1 The balance group representative shall provide that nominations and/or schedule notifications for the market area are balanced.
- 6.2 The market area manager shall perform balancing activities in their market area in accordance with section 26 GMMO-VO.
- 6.3 The balance group representative expressly consents to the market area manager's entitlement to apply the allocated nominations and/or schedules notified to them by the transmission system operators and the distribution area manager as the basis for balancing, taking into account the net balance of dealings at the virtual trading point (exchange trading or OTC-trading), transmitted by the operator of the virtual trading point to the market area manager, per balance group. The market area manager shall not be liable for any transmission errors or misallocations, and any claims must be asserted directly against the data providers concerned.
- 6.4 The daily imbalance of each balance group is given by the balance of:
- 6.4.1 the allocated nominations for transmission network entry and exit points in the market area;
 - 6.4.2 the schedule notifications for entry and exit points in the distribution area ("Local Border Traffic"), including storage, production and biogas injection to the grid;
 - 6.4.3 the net trading volumes at the virtual trading point including any delivery instructions from the gas exchange;
 - 6.4.4 the notified consumer schedules (including consumption rates for large customers);
 - 6.4.5 the carry forward account.
- 6.5 Pursuant to section 26 (4) GMMO-VO, the balance group representative shall expressly empower the market area manager to eliminate imbalances on their behalf and for their account by buying or selling the corresponding quantities of gas on the exchange at the virtual trading point. The balance group representative shall be hereby obliged to create the conditions for this, and to ensure that they are met and kept up at all times. The market area manager shall execute balancing transactions on the exchange whenever the daily imbalance exceeds 24 MWh per balance group; the timing of which is determined by the market area manager. The first balancing takes place prior to the relevant gas day (Day-Ahead) via auction at 3:00 a.m. and within the gas day (Intra-Day), eight hours after occurrence of an unacceptable imbalance; the last opportunity for Intra-Day balancing in terms of the auction is at 1:00 a.m. of the relevant gas day. The market area manager shall be entitled to set the limits of buy and sell orders, i.e. a price in a range of 20% above or below the reference price published by the operator of the virtual trading point

on the basis of traded Day-Ahead and weekend contracts on the exchange. The market area manager shall be entitled to widen this range under certain market conditions in order to ensure effective balancing by eliminating daily imbalances via the gas exchange. In the event that such balancing is not possible in the first attempt (e.g. insufficient liquidity on the exchange), the market area manager shall be entitled to place buy and sell orders on behalf of and for the account of the balance group representative via the gas exchange on the virtual trading point in order to balance the appropriate quantities until balancing is achieved. If balancing is thereby not achieved and network stability is endangered, the rules of article 6.8 and 6.9 shall apply. The daily imbalance remaining at the end of the gas day for a given balance group shall be brought forward to the carry forward account and included in the calculation of the next daily imbalance. A chart of the detailed sequence is attached to these GTC (Appendix 1).

- 6.6 The net physical balance arising from proprietary trading on the gas exchange by the balance group representative and any members of their balance group that are registered with the exchange shall be allocated to the balance group nominated in accordance with article 4.1.1 above or any other balance group appointed and allocated by the balance group representative. The balance group representative shall be responsible for balancing (by means of nomination or renomination) all physical net quantities in all of its balance groups associated with exchange trades effected by themselves or balance group members registered with the gas exchange. The exchange trades executed by the market area manager as part of their balancing activities on behalf of and for the account of a given balance group representative shall be allocated to the latter's clearing account, netted off by the clearing house and nominated in the course of physical clearing and settlement.
- 6.7 Pursuant to section 26 (6) GMMO-VO, the balance group representative shall pay a balancing incentive mark-up for each of its balance groups in terms of article 9.1, to meet the cost of balancing hourly deviations from allocated injections and withdrawals. The allocated injections and withdrawals include gas procured by the market area manager at the virtual trading point on behalf of and for the account of the balance group representative pursuant to article 6.5 above.
- 6.8 In the event that sufficient physical balancing energy is not available to bring down the hourly imbalance in the market area to the same level as the linepack, this shall be deemed to constitute a threat to network stability pursuant to section 26 (7) GMMO-VO. In exercise of the right set out in section 26 (7) GMMO-VO to impose changes in within-day obligations, the market area manager, at their own discretion, shall be entitled to instruct the transmission system operators, the operator of the virtual trading point and/or the distribution area manager to implement curtailments irrespective of existing contractual rights.
- 6.9 Balance groups subject to curtailments are determined on the basis of the hourly imbalances in the hours when the curtailments are necessary. The curtailments shall be imposed on the basis of a ranking, beginning with the balance group most responsible for the network imbalances concerned, and shall be so performed that they do not result in lower imbalances in any of the balance groups that are subject to curtailments than in those that are not.

7 Data exchanges between parties, and reciprocal reporting obligations

- 7.1 The contracting parties shall provide each another with the information necessary to fulfil their obligations under these GTC MAM-BGR and/or the contract between them.
- 7.2 The balance group representative shall, in particular, provide the market area manager with the following information and data:
- all master data and any changes to the data contained in Annex I of the contract;
 - data pursuant to the Gas Market Code.
- 7.3 The market area manager shall, in particular, provide the balance group representative with the following information and data:
- the data pursuant to section 25 (3) lit. 2 GMMO-VO and pursuant to the Gas Market Code;
 - information documenting the balancing incentive mark-ups charged within five working days of the end of a given month.

8 Confidentiality, transmission of data to third parties

- 8.1 The market area manager shall only make legal use of the data necessary to perform their duties that is provided by the balance group representative, and shall only transmit such data, as far as this is necessary and legal, to parties that require the information to perform their duties, and in particular with the duties imposed by these GTC MAM-BGR, the GMMO-VO and the Gas Market Code.
- 8.2 Data transfers shall be carried out in accordance with standard practice and in particular with chapters 2 and 3 Gas Market Code.
- 8.3 The market area manager and the balance group representative shall keep confidential all business and company secrets obtained in the course of their activities, and may not disclose such information to third parties. This shall not apply to the transmission of data pursuant to article 8.1 above, nor to the transmission of data to the regulatory authority, nor the market area manager's statutory disclosure duties.

9 Balancing incentive mark-up, other charges

- 9.1 If the hourly quantity on a gas day of a short position (i.e. exits higher than entries) of a given balance group are not exceeding 400,000 kWh and the hourly market area imbalance (for the market area East) is less than 0 kWh in this hour, a balancing incentive mark-up for this hourly quantity to the amount of 0.09 cent/kWh will be charged per balance group. If the hourly quantity of a short position of a balance group are exceeding 400,000 kWh and the hourly market area imbalance (for the market area East) is less than 0 kWh in this hour, a balancing incentive mark-up for this hourly quantity to the amount of 0.9 cent/kWh will be charged per balance group.

The relevant balancing incentive mark-up (regarding to quantity and amount of the short position) will be invoiced for the individual balance group based on the hourly deviations. Long positions (i.e. entries higher than exits) are exempted from the balancing incentive

mark-up. If a long position is compensated and thereby induces a short position, the amount of the compensation is excluded from charging the balancing incentive mark-ups.

If the total of the balancing incentive mark-ups per month per balance group is not exceeding 50 euro, the amount will not be charged and will not be carried forward to following months.

- 9.2 Any annual recalculation of the balancing incentive mark-up will be notified by the market area manager to the regulatory authority and published.
- 9.3 The quantitative balancing incentive mark-up shall be calculated on the basis of hourly deviations, in accordance with article 6.7 above. Concerning the amount of the balancing incentive mark-up, article 9.1 shall apply.
- 9.4 If the balance group representative's carry forward account cannot be balanced in time owing to the suspension of services and/or blocking, the market area manager shall be entitled to invoice the balance group representative for any resultant expenses due to the compensation done by the market area manager on the second Tuesday of the following month. If this day is not an Austrian working day, the compensation is executed on the next working day. If the costs are not paid despite a reminder, the market area manager shall be entitled to cover them by way of the balancing incentive mark-up.

10 Invoicing

- 10.1 The balancing incentive mark-up shall be invoiced on a monthly basis, within five working days of the end of the operative settlement month. The market area manager shall send the invoice to the balance group representative electronically not later than five working days after the end of the settlement month.
- 10.2 The market area manager shall invoice the balance group representative concerned for the applicable value added tax and any other present or future taxes or levies payable under or in connection with the contract, as well as the balancing incentive mark-up due to article 9. The applicable value added tax depends on the qualification of the particular service. The characteristics for running a business must be proven by delivering the VAT-number or disclosure of the certification of running a business to the market area manager.

11 Payment, default, reminders

- 11.1 The balance group representative shall transfer the amount invoiced by the market area manager plus any bank charges to the account specified by the latter in Annex I, such that the amount is credited to said account by the 15th of the month following the invoicing month (due date) at the latest. In the event that the market area manager fails to issue an invoice in a timely manner, the due date shall be deferred by the corresponding number of days.
- 11.2 If the due date is not a banking day in Austria, the due date shall be the next banking day.
- 11.3 Objections to invoices by the balance group representative shall not entitle them to delay or refuse payment. If an invoice is found to be incorrect upon inspection by the market

area manager, then the balance group representative shall be entitled to charge interest on the incorrect and already transferred part of the invoice. The basis of calculation of the interest shall be the statutory rate of interest pursuant to section 456 of the Austrian Federal Act on Undertakings (“UGB”), as amended (calculation method act/360). The parties involved will clarify any terms and conditions regarding the reimbursement (credit note or curtailment of the invoice) of excessive transferred amounts as well as the period for the calculation of interests related hereto between each other on a case-by-case-basis.

- 11.4 An invoice shall be deemed to have been accepted by the balance group representative, unless an objection is made within three months of the due date.
- 11.5 In the event of default in payment by the balance group representative, default interest shall be charged from the day after the due date up to and including the day on which the outstanding amount is credited to the market area manager’s account. The basis of calculation of the interest shall be the statutory rate of interest pursuant to section 456 UGB, as amended (calculation method act/360). The market area manager shall be entitled to charge a lump sum for efforts of reminding pursuant to section 458 UGB, as amended. The balance group representative shall reimburse the market area manager for the costs incurred going beyond the lump sum in issuing reminders, resubmitting invoices and other steps necessary for the pursuit of legal claims.
- 11.6 Without prejudice to the provisions of article 11.5 above, in the event of default the market area manager shall inform the balance group representative of same, and to grant them a grace period of ten days from receipt of written notice of default. If the balance group representative is still in default after the expiry of this ten-day period, the market area manager shall be entitled to terminate the contract with immediate effect. The market area manager shall be entitled to transmit information to this effect to the transmission system operators, the distribution area manager, the balance group coordinator, the storage system operators, the producers, the operator of the virtual trading point and the gas exchange. This shall be without prejudice to the right to claim damages or invoke other legal remedies.

12 Liability

- 12.1 Each party shall be solely liable for fulfilling the obligations arising from these GTC MAM-BGR, unless otherwise stated by these GTC MAM-BGR.
- 12.2 Each party shall be liable to the other party in accordance with the general provisions of Tort Law. If according to such provisions liability depends on fault, liability shall be restricted to cases of wilful intent or gross negligence, with the exception of personal injury and claims under section 33 (6) GWG.
- 12.3 In the event that liability rests with either 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 shall be limited to EUR 200,000 for all claims filed within a given calendar year. This limitation of liability does not apply to cases in which the balance group representative is obliged to indemnify and hold harmless the market area manager (see articles 4.3 and 12.5.).

- 12.4 The balance group representative shall be, under all circumstances, liable to the market area manager on behalf of all members of their balance group(s).
- 12.5 The balance group representative shall indemnify and hold harmless the market area manager for all third party claims asserted against the market area manager, arising from actions for which the balance group representative and/or balance group members are responsible.
- 12.6 Should these GTC MAM-BGR contain provisions that affect the mutual relationships of market participants (but not their direct relationships with the market area manager), such provisions shall only influence the contractual relationship with the market area manager to the extent that the latter assumes that the market participants have concluded the relevant agreements among themselves and are complying with them. Any liability of the market area manager arising from such provisions is excluded in any case.

13 Force majeure

- 13.1 In the event that contractual obligations cannot be fulfilled at all or only in an untimely or improper manner as a result of force majeure or the need to comply with statutory regulations, such obligations shall remain in abeyance until these impediments and their consequences have been removed. Force majeure includes any unforeseen event or circumstance, or chain of unforeseen events and/or circumstances affecting the market area and which are beyond the control of the affected party, which could not have been predicted and averted by the exercise of due diligence and normal care and attention, and which are the grounds for the affected party being unable to fulfil their obligations to the other party either at all or in a timely manner.
- 13.2 The inability of the balance group representative to pay the balancing incentive mark-up in accordance with article 9 above shall under no circumstances be deemed to represent force majeure.
- 13.3 The party affected by force majeure hereby undertakes to notify the other party immediately of such and of the foreseeable duration of and reason for the interruption of performance.
- 13.4 The party affected by force majeure shall immediately take all reasonable technical and economically reasonable steps in order to resume the fulfilment of their obligations under these GTC MAM-BGR.
- 13.5 Both parties shall be released from their obligations under these GTC MAM-BGR to the extent and for the period that they are unable to fulfil those obligations owing to force majeure.
- 13.6 If an additional contractual party uses the services of third parties to fulfil its contractual obligations, then an event that would be deemed to be force majeure for that third party or like circumstance as defined by article 13.1 above shall also be deemed force majeure to the benefit of such additional party.
- 13.7 If a force majeure event lasts for more than six months the parties shall endeavour to amend the contract accordingly.

14 Applicable law

- 14.1 The legal relationship between the market area manager and the balance group representative arising from these GTC MAM-BGR and/or the contract shall be subject to Austrian law (except for the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods).
- 14.2 The GWG, the E-Control Act, the GMMO-VO and the Gas Market Code, as amended, shall apply in particular.
- 14.3 The market area manager or the balance group representative may submit disputes or complaints to E-Control without prejudice to the competence of an arbitration court. Dispute resolution by E-Control will be in accordance with section 26 E-Control Act.

15 Premature termination of the contract on good cause

- 15.1 Each party shall be entitled to terminate the contract with immediate effect on good cause.
- 15.2 Good cause for the market area manager may include:
- material breaches by the balance group representative of the duties set out in these GTC MAM-BGR and/or the contract;
 - initiation of insolvency proceedings against the balance group representative or refusal of such proceedings due to lack of assets;
 - inability to meet the preconditions for the provision of services.
- 15.3 The market area manager shall be entitled to notify E-Control, the transmission system operators, the balance group coordinator, the operator of the virtual trading point and the gas exchange, the storage system operators, the producers and the distribution area manager of the premature termination of the contract.

16 Miscellaneous

- 16.1 The balance group representative shall only be entitled to set off accounts receivable recognised by the market area manager or legally established by a court of law.
- 16.2 The balance group representative is aware and acknowledges that conversations with the Dispatching Department, which assists the market area manager in the exercise of their duties, will be recorded.
- 16.3 Amendments and/or additions to the contract shall be without force or effect except as in writing. This also applies to a waiver of the requirement for written form.
- 16.4 Should any provisions of the contract and/or these GTC MAM-BGR prove to be ineffective or invalid, the effectiveness and validity of the remaining provisions shall remain unaffected. The parties shall endeavour to replace any provision which is invalid or null and void by a new and valid provision which approximates most closely to its economic, technical and/or legal purpose.

- 16.5 The parties shall be entitled to assign their contractual rights and duties, including those arising from these GTC MAM-BGR, to legal successors, provided that the latter meet the preconditions for performing the related activities in accordance with the legal requirements and the Market Rules including the Gas Market Code, all as amended. In the event of legally justified succession, and provided that the successor meets the preconditions for performing the related activities in accordance with the legal requirements and the Market Rules including the Gas Market Code, all as amended, the parties hereby undertake to assign all of their contractual rights and duties under these GTC MAM-BGR and the contract to their successors. The assigning party shall only be released from their duties when the legal successor has entered into the legally binding obligations to the other party. The other party must be notified of the succession, and the succession shall only come into effect upon such notice.
- 16.6 In the event of deviations or contradictions between the contract, these GTC MAM-BGR and/or Annex I, the relevant provisions of the contract shall always prevail over those of these GTC MAM-BGR and/or Annex I. In the event of deviations or contradictions between these GTC MAM-BGR and Annex I, the relevant provisions of Annex I shall always prevail.
- 16.7 The contract, these GTC MAM-BGR and/or Annex I are available in German and English. Any substantive discrepancies are unintentional. The business language is German. The German version is binding only. In the event of any conflicts the German versions of the texts shall prevail. The English translations are not binding and are for information purposes only. All liability of the market area manager for any deviations in content or mistranslations is excluded. With regards to other market participants and/or contractual partners, the provisions of their respective contracts and/or general terms and conditions shall apply.

17 Amendments to the GTC MAM-BGR

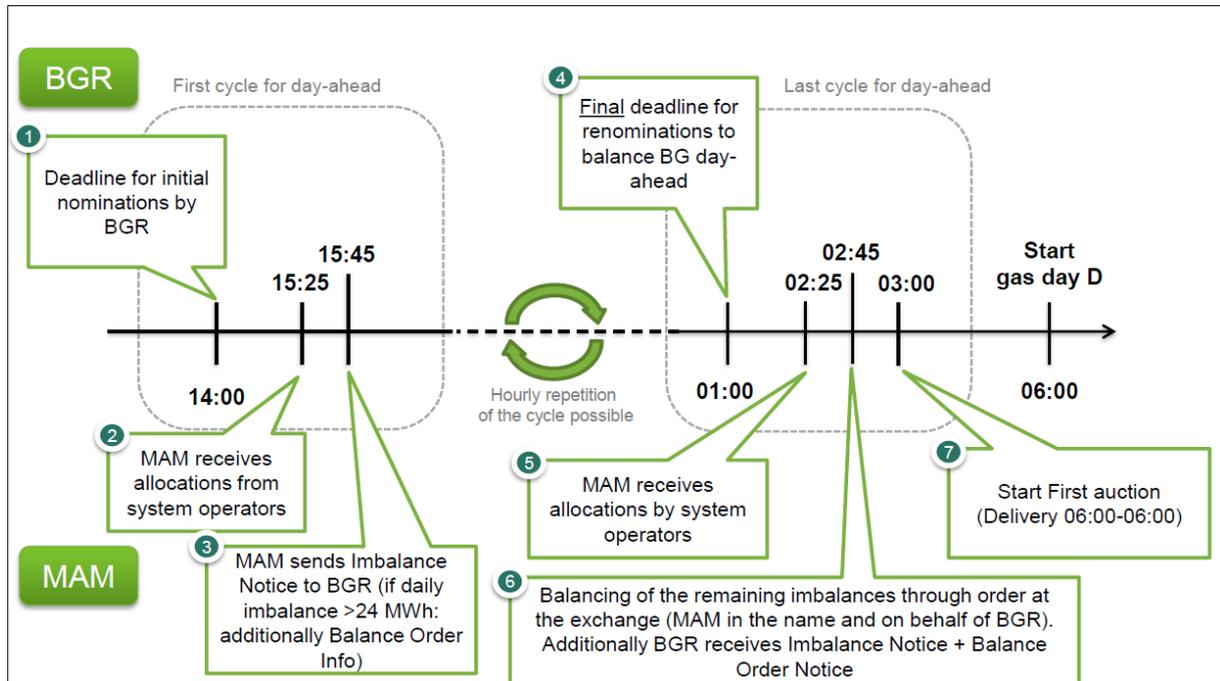
- 17.1 In the event that E-Control approves amended GTC MAM-BGR subsequent to the acceptance of these GTC MAM-BGR, the market area manager shall notify the balance group representatives immediately, and shall provide the balance group representatives with access to the amended GTC MAM-BGR in an appropriate form (including online).
- 17.2 Unless the balance group representative raises objection to the amended GTC MAM-BGR in writing within four weeks of notification – timeliness to be determined by the date of receipt of such objection by the market area manager – the contract in question shall be subject to the amended GTC MAM-BGR. The silence of the balance group representative shall be deemed to be consent. If a balance group representative objects to the application of the amended GTC MAM-BGR, the market area manager shall be entitled to terminate the contract, subject to written notice of one month. The market area manager is obliged to inform the balance group representative of the consequences of such an objection expressly in writing.

18 Entry into force

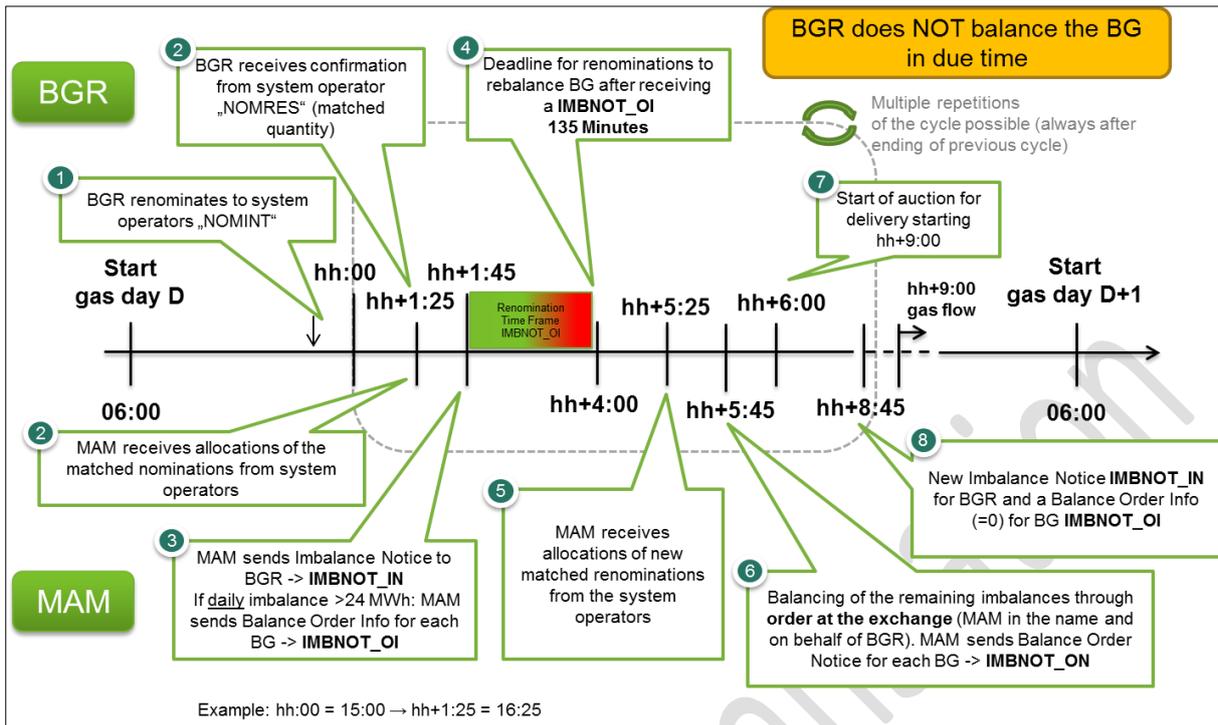
These GTC MAM-BGR shall enter into force on 1 June 2017, at 6:00. a.m., and fully replace former GTC MAM-BGR.

19 Appendix 1 Chart of sequence for balancing by the market area manager

19.1 Day-Ahead



19.2 Intra-Day / BGR does not balance the BG in due time



19.3 Intra-Day / BGR does balance the BG in due time

