

EFET

European Federation of Energy Traders

Amstelveenseweg 998 / 1081 JS Amsterdam
Tel: +31 20 5207970

E-mail: secretariat@efet.org

Webpage: www.efet.org

AUSTRIAN VTP APPENDIX

to the
EFET General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007
(the "Austrian VTP Appendix")

WAIVER: THE FOLLOWING AUSTRIAN VTP APPENDIX WAS PREPARED BY EFET'S MEMBERS WHILST EXERCISING THEIR RESPECTIVE REASONABLE CARE AND DUE DILIGENCE. HOWEVER, EFET, EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE, OR FOR ANY DAMAGES OR LOSSES RESULTING FROM ITS USE, IN ANY INDIVIDUAL CASE OR JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS AUSTRIAN VTP APPENDIX TO ENSURE THAT ITS TERMS AND CONDITIONS ARE LEGALLY BINDING, VALID AND ENFORCEABLE AND THAT THEY BEST SERVE TO PROTECT THE USER'S LEGAL INTEREST. USERS OF THIS AUSTRIAN VTP APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS WHERE AVAILABLE AS WELL AS THEIR OWN COUNSEL.

EFET

European Federation of Energy Traders

Austrian VTP Appendix
to the
General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.0/January 6, 2003 and Version 2.0(a)/May 11, 2007

AUSTRIAN VTP APPENDIX

dated as of _____

(the "Austrian VTP Appendix Effective Date")

Between

[_____]

and

[_____]

Check the box and fill in date ONLY if you are using this Austrian VTP Appendix to modify and supplement a previously executed General Agreement between the Parties:

By executing this Austrian VTP Appendix in the signature block at the end hereof, the Parties modify, supplement and amend, to the extent set forth herein, certain provisions of that previously executed General Agreement entered into and dated as of _____, _____ to provide that the terms of this Austrian VTP Appendix shall be incorporated therein and shall be applicable to and thereafter govern all Austrian VTP Transactions (as hereinafter defined).

All Austrian VTP Transactions (as hereinafter defined) concluded but not fully performed before execution of this Austrian VTP Appendix shall be governed by this Austrian VTP Appendix.

The provisions of the General Agreement are hereby modified, supplemented and amended in respect of Austrian VTP Transactions in accordance with the following:

1. **Incorporation of Defined Terms**

Capitalised terms used in this Austrian VTP Appendix and not otherwise defined in this Austrian VTP Appendix or in the General Agreement shall have the meanings given to them in the Gas Act.

2. **Applicability of this Austrian VTP Appendix**

This Austrian VTP Appendix amends and supplements certain provisions of the General Agreement and, together with the General Agreement, shall apply to and govern all Individual Contracts entered into by the Parties for the delivery and acceptance of Natural Gas at the Austrian VTP (each such Individual Contract being an "**Austrian VTP Transaction**" and, collectively, the "**Austrian VTP Transactions**"). Any future Individual Contracts and, if so elected, any existing but not fully performed Individual Contracts between the Parties that constitute Austrian VTP Transactions shall be automatically subject to the General Agreement as it is modified, amended and supplemented by its Annexes, Election Sheet and this Austrian VTP Appendix without further action by the Parties, unless the terms of such Individual Contract expressly provide that it shall not be subject to this Austrian VTP Appendix. For all other types of Individual Contracts which are not Austrian VTP Transactions, the General Agreement shall remain unmodified by this Austrian VTP Appendix. In the event of any inconsistency between the General Agreement and this Austrian VTP Appendix, this Austrian VTP Appendix shall prevail for purposes of all Austrian VTP Transactions. In the event of any inconsistency between the terms of a Austrian VTP Transaction (whether evidenced in a Confirmation or otherwise) and the provisions of either this Austrian VTP Appendix or the General Agreement, the terms of the Austrian VTP Transaction shall prevail for the purposes of that Austrian VTP Transaction.

3. **Confirmations**

3.1 § 3.2 (*Confirmations*) of the General Agreement shall be amended by adding after the reference in the last line to "Annex 2a – d" and "and Annex 2 AUSTRIAN VTP (A)-(D)".

3.2 Annexes 2 AUSTRIAN VTP (A) – 2 AUSTRIAN VTP (D) which are attached to this Austrian VTP Appendix shall be added to the General Agreement for use in Austrian VTP Transactions.

4. **Special Provisions for Austrian VTP Transactions**

4.1 **Hourly Contract Quantities.** Any Austrian VTP Transaction for which the Time Unit is a Day shall, unless otherwise agreed by the Parties, be required for Scheduling purposes to be delivered and accepted in equal hourly quantities during the Day (such equal hourly quantities or other hourly quantities agreed by the Parties being each an "**Hourly Contract Quantity**"). A failure by a Party to Schedule each Hourly Contract Quantity to CEGH on a timely basis shall be deemed to be a failure to comply with its obligations under § 4.1 (*Delivery and Acceptance*) of the General Agreement and shall give rise to a Seller's Default or Buyer's Default, as applicable. § 8 (*Remedies for Failure to Deliver or Accept the Contract Quantity*) of the General Agreement as amended by this Austrian VTP Appendix shall apply to Austrian VTP Transactions for which the Time Unit is a Day in respect of any differences between each Hourly Contract Quantity and the quantity allocated by CEGH as delivered and accepted between the Parties at the Austrian VTP in that hour rather than in respect of any differences between the Contract Quantity and the Delivered Quantity for the Day.

4.2 **Within Day Austrian VTP Transactions.** The Parties acknowledge that, due to the rules and procedures of the MAM and CEGH, in order to avoid creating imbalances in the other Party's Balance Group if the Parties enter into or amend Austrian VTP Transactions on a within Day basis (which at the date of publication of this Version of the Austrian VTP Appendix shall mean Austrian VTP Transactions which are entered into or amended after 0100 hours on D-1) they shall agree in which hour they will both Schedule to CEGH in respect of such Austrian VTP Transaction. In the absence of such agreement both Parties must Schedule to CEGH before the end of the first full hour after the hour in which the Austrian VTP Transaction is entered into or amended. Any Default Quantity arising from a failure by a Party to Schedule to CEGH in the relevant hour shall give rise to a Seller's

Default or Buyer's Default, as applicable, for the purposes of § 8 (*Remedies for Failure to Deliver or Accept the Contract Quantity*).

5. **Warranty as to Balance Group Status**

Unless a Party specifies in Part II of this Austrian VTP Appendix that this clause 5 shall not apply, an additional representation and warranty shall be added to § 21 (*Representations and Warranties*) of the General Agreement in respect of Austrian VTP Transactions as follows:

"(m) it is, and will remain during the Total Supply Period of all outstanding Austrian VTP Transactions, a member of a Balance Group."

6. **Force Majeure**

6.1 For the purposes of an Austrian VTP Transaction §7 (*Non-Performance Due to Force Majeure*) of the General Agreement shall apply but with:

(a) an additional § 7.1(c) as follows:

(c) "CEGH rejecting or reducing a Party's Scheduled quantities of Natural Gas in respect of an Austrian VTP Transaction or, after having accepted the Parties' Scheduled quantities of Natural Gas for an Austrian VTP Transaction, CEGH reducing (including to zero) a Party's allocation of Natural Gas delivered or accepted at the Austrian VTP as a result, in both cases, of a shortage of Natural Gas at the Austrian VTP or a physical constraint affecting the delivery or acceptance of Natural Gas at the Austrian VTP or in accordance with the instructions of the MAM; "; and

(b) the deletion of the words "unless this constitutes Transportation Failure" from §7.1 (*Deletion of Force Majeure*).

7. **Remedies**

7.1 For the purposes of Austrian VTP Transactions §§ 8.1 to 8.4 (*Under Delivery, Under Acceptance, Overdelivery and Over Acceptance*) inclusive of the General Agreement shall be deleted and replaced as follows:

"1. **Underdelivery:** If in respect of an hour and an Austrian VTP Transaction, the Contract Quantity exceeds the Delivered Quantity by reason of Seller's Default, the Seller shall pay to the Buyer as compensation an amount equal to:

- (a) the product of: (i) the amount, if positive, by which the Buy Price calculated for the hour exceeds the Contract Price; and (ii) the Default Quantity; plus
- (b) subject to § 8.4A(a), the Balancing Incentive Markup for the hour multiplied by the Default Quantity multiplied by 2.

2. **Under Acceptance:** If in respect of an hour and an Austrian VTP Transaction, the Contract Quantity exceeds the Delivered Quantity by reason of Buyer's Default, the Buyer shall pay to the Seller as compensation an amount equal to:

- (a) the product of: (i) the amount, if positive, by which the Contract Price exceeds the Sell Price calculated for the hour; and (ii) the Default Quantity; plus

- (b) subject to § 8.4A(a), the Balancing Incentive Markup for the hour multiplied by the Default Quantity multiplied by 2.

3. Overdelivery: If in respect of an hour and an Austrian VTP Transaction, the Delivered Quantity exceeds the Contract Quantity by reason of Seller's Default, the Seller shall pay to the Buyer as compensation an amount equal to:

- (a) the product of: (i) the amount, if positive, by which the Contract Price exceeds the Sell Price calculated for the hour; and (ii) the absolute value of the Default Quantity; plus
- (b) subject to § 8.4A(a), the Balancing Incentive Markup for the hour multiplied by the absolute value of the Default Quantity multiplied by 2.

4. Over Acceptance: If in respect of an hour and an Austrian VTP Transaction, the Delivered Quantity exceeds the Contract Quantity by reason of Buyer's Default, the Buyer shall pay to the Seller as compensation an amount equal to:

- (a) the product of: (i) the amount; if positive, by which the Buy Price calculated for the hour exceeds the Contract Price; and (ii) the absolute value of the Default Quantity; plus
- (b) subject to § 8.4A(a), the Balancing Incentive Markup for the hour multiplied by the absolute value of the Default Quantity multiplied by 2.

7.2 **Additional Terms for Austrian VTP Transactions.** For the purposes of §§ 8.1 to 8.4 of the General Agreement as amended by this Austrian VTP Appendix and Austrian VTP Transactions, an additional §8.4 A shall apply as follows:

"4A

- (a) If the Seller, in the case of a Buyer's Default, or the Buyer, in the case of the Seller's Default, can prove that the aggregate Balancing Incentive Markup that was charged by the MAM as a result of the Default Quantity was greater than the Balancing Incentive Markup multiplied by either the Default Quantity or the absolute value of the Default Quantity, as applicable, multiplied by 2, the Party in default shall pay such greater amount to the non-defaulting Party instead of paying the amounts calculated in accordance with §§ 8.1(b), 8.2(b), 8.3(b) and 8.4(b), as applicable.
- (b) If the Time Unit for an Austrian VTP Transaction is a Day, the provisions of §§ 8.1 to 8.4, as amended by this Austrian VTP Appendix, shall apply separately for each hour in the Day on the basis that the references to "Contract Quantity" are to the Hourly Contract Quantity for each such hour and to the "Default Quantity" to a quantity equal to the Hourly Contract Quantity minus the delivered quantity for such hour.
- (c) Since in accordance with the rules of the MAM, any imbalances that arise in a Balance Group that:
 - (i) are less than 24 MWh in total for the whole Day; or
 - (ii) amount to less than a whole MWh per hour if the aggregate imbalance quantity is divided by the remaining number of hours in the Day; or
 - (iii) occur after 2100 hours on the Day;

are transferred by the MAM to the Balance Group's Carry Forward Account and not balanced by the MAM until D+2, the Buy Price or Sell Price applicable to any such quantities (plus any other imbalance quantities transferred by the MAM to a Balance Group's Carry Forward Account) arising from a Seller's Default or a Buyer's Default shall be to the Buy Price or the Sell Price (as applicable) for D+2."

8. **Off-Spec Gas**

For the purposes of Austrian VTP Transactions the provisions of § 8a (*Off-Spec Gas*) of the General Agreement shall not apply.

9. For the purposes of Austrian VTP Transactions the Tolerance shall be zero.

Part II Elections

Party A does not give the warranty and representation set out in clause 5 of this Austrian VTP Appendix that it is a member of a Balance Group.

Party B does not give the warranty and representation set out in clause 5 of this Austrian VTP Appendix that it is a member of a Balance Group.

Amendments to Annex 1 to the General Agreement

Defined Terms

For the purposes of all Austrian VTP Transactions, Annex 1 to the General Agreement shall be supplemented and amended by the insertion of the following definitions:

"**Auction Day**" means, in respect of a Day, a period commencing at 0245 hours on D-1 and ending at 0159 hours on D;

"**Austrian VTP**" means the Virtual Trading Point in the Market Area East in Austria;

"**Austrian VTP Transaction**" and "**Austrian VTP Transactions**" shall have the meanings given to them in clause 2;

"**Balance Group**" means "Bilanzgruppe" as defined in the Gas Act and shall for the purposes of this Austrian VTP Appendix be references to Balance Groups in the Market Area East;

"**Balance Responsible Party**" means "Bilanzgruppenverantwortlicher" as defined in the Gas Act;

"**Balancing Incentive Markup**" shall mean the charge collected by the MAM from Balance Responsible Parties in respect of hourly imbalances in their Balance Groups at the rate published by the MAM from time to time;

"**Buy Price**" shall be calculated for an hour:

- (a) if the MAM has arranged for the purchase of Natural Gas in the name of any Balance Responsible Party(s) in an auction on the Exchange during the Auction Day applicable to the Day in which the hour falls, by taking the highest price so paid on the Exchange during that Auction Day as published by the CEGH (or if there is only one such price published by the CEGH, such price); or
- (b) if the MAM has not arranged for the purchase of Natural Gas in the name of any Balance Responsible Party(s) in an auction on the Exchange during the Auction Day applicable to the Day in which the hour falls or if no auction prices for the relevant Auction Day are published by CEGH, as 120% of the Reference Price for the Day;

"**Carry Forward Account**" shall mean the "Carry Forward Konto" as defined in the MAM GT&Cs;

"**CEGH**" means Central European Gas Hub AG or any successor as operator of the Austrian VTP;

"**D**" shall mean the Day of delivery of Natural Gas, "**D-1**" the Day before the Day of delivery, "**D-2**" the Day two Days before the Day of delivery and so on, and "**D+1**" the Day after the Day of delivery, "**D+2**" the Day two Days after the Day of delivery and so on;

"**Exchange**" means the CEGH Gas Exchange of the Wiener Börse (or any successor);

"**Gas Act**" means Gaswirtschaftsgesetz (Austrian Natural Gas Act) 2011;

"**Hourly Contract Quantity**" shall have the meaning given to it in clause 4;

"Market Area Manager" or **"MAM"** shall mean the market area manager of the Market Area East in Austria from time to time, being at the date of publication of this Version of the Austrian VTP Appendix, Gas Connect Austria GmbH;

"MAM GT&Cs" means the "Allgemeine Bedingungen des Marktgebietsmanagers für das Rechtsverhältnis zu den Bilanzgruppenverantwortlichen" (General Terms and Conditions Governing the Legal Relationship of the Market Area Manager with the Balance Responsible Party) published by the MAM from time to time;

"Reference Price" means, for the Day, the price referred to in subsection 6.5 of the MAM GT&Cs published at the date of this Version of the Austrian VTP Appendix as the "börslichen Referenzpreis für den Within-Day Markt am Virtuellen Handelspunkt", being at the date of publication of this Version of the Austrian VTP Appendix the price for the Day published on the website of CEGH under the heading "VWAP CEGHIX EUR/MWh";

"Sell Price" shall be calculated for an hour:

- (a) if the MAM has arranged for the sale of Natural Gas in the name of any Balance Responsible Party(s) in an auction on the Exchange during the Auction Day applicable to the Day in which the hour falls, by taking the lowest price received on the Exchange during that Auction Day as published by the CEGH (or if there is only one such price published by the CEGH, such price); or
- (b) if the MAM has not arranged for the sale of Natural Gas in the name of any Balance Responsible Party(s) in an auction on the Exchange during the Auction Day applicable to the Day in which the hour falls or if no auction prices for the relevant Auction Day are published by CEGH, as 80% of the Reference Price for the Day; and

"Virtual Trading Point" means the "virtueller Handelspunkt" as defined in the Gas Act.

To be executed by the Parties that checked and completed the box on the first page:

IN WITNESS whereof this Austrian VTP Appendix has been duly executed by the duly authorized representative(s) of each Party on the respective dates set out below with effect from the Austrian VTP Appendix Effective Date.

[Name of Party]

[Name of Party]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EFET

European Federation of Energy Traders

ANNEX 2 AUSTRIAN VTP (A) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR AUSTRIAN VTP TRANSACTIONS (FIXED PRICE)

BETWEEN:

(1) _____ ("Seller"); and

(2) _____ ("Buyer").

concluded on [/ /], [:] hours

Delivery Point : Austrian VTP

[X] INTRA SYSTEM

Relevant System : Gas Connect Austria, Trans Austria Gasleitung, West-Austria-Gasleitung

Contract Quantity : [] MWh

Time Unit : [one (1) Hour] / [one (1) Day]

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Contract Price : []

Tolerance : 0

This Confirmation confirms the Austrian VTP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Austrian VTP Transaction, please contact us immediately.

Date : _____

Signature : _____

Annex 2 Austrian VTP (A)

EFET

European Federation of Energy Traders

ANNEX 2 AUSTRIAN VTP (B) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR AUSTRIAN VTP TRANSACTIONS (FLOATING PRICE)

BETWEEN:

(1) _____ ("Seller"); and

(2) _____ ("Buyer").

concluded on [/ /], [:] hours

Delivery Point : Austrian VTP

INTRA SYSTEM

Relevant System : Gas Connect Austria, Trans Austria Gasleitung, West-Austria-Gasleitung

Contract Quantity : [] MWh

Time Unit : [one (1) Hour] / [one (1) Day]

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Commodity Reference Price : []

Alternate Commodity Reference Price : []

Calculation Date : []

Calculation Agent : []

Calculation Method : []

Tolerance : 0

This Confirmation confirms the Austrian VTP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Austrian VTP Transaction, please contact us immediately.

Date : _____

Signature : _____

Annex 2 Austrian VTP (B)

EFET

European Federation of Energy Traders

ANNEX 2 AUSTRIAN VTP (C) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR AUSTRIAN VTP TRANSACTIONS (CALL OPTION)

BETWEEN:

(1) _____ ("Writer"); and

(2) _____ ("Holder").

concluded on [/ /], [:] hours

Option Details :

- (a) Option Type : Call
- (b) Option Style: American/European
- (c) Exercise Deadline : []
- (d) Exercise Period: (if American Style Option)
- (e) Premium : []
- (f) Premium Payment Date : []

Delivery Point : Austrian VTP

[X] INTRA SYSTEM

Relevant System : Gas Connect Austria, Trans Austria Gasleitung, West-Austria-Gasleitung

Contract Quantity : [] MWh

Time Unit : [one (1) Hour] / [one (1) Day]

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Contract Price : []

Tolerance : 0

Version 1.0/12 December 2012

This Confirmation confirms the Austrian VTP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Austrian VTP Transaction, please contact us immediately.

Date : _____

Signature : _____

EFET

European Federation of Energy Traders

ANNEX 2 AUSTRIAN VTP (D) to the General Agreement

CONFIRMATION OF INDIVIDUAL CONTRACT FOR AUSTRIAN VTP TRANSACTIONS (PUT OPTION)

BETWEEN:

- (1) _____ ("Writer"); and
(2) _____ ("Holder").

concluded on [/ /], [:] hours

Option Details :

- (a) Option Type : Put
(b) Option Style: American/European
(c) Exercise Deadline : []
(d) Exercise Period: (if American Style Option)
(e) Premium : []
(f) Premium Payment Date : []

Delivery Point : Austrian VTP

[X] INTRA SYSTEM

Relevant System : Gas Connect Austria, Trans Austria Gasleitung, West-Austria-Gasleitung

Contract Quantity : [] MWh

Time Unit : [one (1) Hour] / [one (1) Day]

Total Supply Period : From [] hours on [/ /]
to [] hours on [/ /]

Contract Price : []

Tolerance : 0

Annex 2 Austrian VTP (D)

Version 1.0/12 December 2012

This Confirmation confirms the Austrian VTP Transaction entered into pursuant to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas between the Parties (General Agreement) and supplements and forms part of that General Agreement. In case of any inconsistencies between the terms of this Confirmation and the Austrian VTP Transaction, please contact us immediately.

Date : _____

Signature : _____