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AUSTRIAN VTP APPENDIX

to the
EFET General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.1(consolidated)/June 17, 2025,
Version 2.0(a)/May 11, 2007, and
Version 2.0/January 6, 2003

(the "Austrian VTP Appendix")

<u>WAIVER:</u> THE FOLLOWING AUSTRIAN VTP APPENDIX WAS PREPARED BY MEMBERS OF EFET – EUROPEAN FEDERATION OF ENERGY TRADERS – OPERATING SINCE 25 JANUARY 2024 UNDER THE BRAND NAME ENERGY TRADERS EUROPE ("ENERGY TRADERS EUROPE") EXERCISING ALL REASONABLE CARE. HOWEVER, ENERGY TRADERS EUROPE, ENERGY TRADERS EUROPE'S MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING OUT OF ITS USE IN ANY INDIVIDUAL CASE AND IN ANY 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 BEST SERVE TO PROTECT THE USER'S LEGAL INTEREST. USERS OF THIS AUSTRIAN VTP APPENDIX ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH ENERGY TRADERS EUROPE AS WELL AS THEIR OWN COUNSEL.

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Austrian VTP Appendix

to the
General Agreement
Concerning the Delivery and Acceptance of Natural Gas
Version 2.1(consolidated)/June 17, 2025,
Version 2.0(a)/May 11, 2007, and
Version 2.0/January 6, 2003

AUSTRIAN VTP APPENDIX

dated as of_________________________________
(the **"Appendix Effective Date"**)

Between

[__________________________________]
(**"Party A"**)

and

[__________________________________]
(**"Party B"**)

Check the box and fill in date ONLY if you are using this Austrian VTP Appendix to amend 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 amend and supplement, 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.

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The provisions of the General Agreement are hereby amended and supplemented as follows:

PART I: GENERAL TERMS

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 or the Gas Ordinance.

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 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 unamended 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 an 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. **Concluding and Confirming Individual Contracts**

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" in Version 2.1(consolidated) or "Annex 2a – d" in Version 2.0(a) and Version 2.0, as applicable, the following: "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**

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 and Net Scheduling Obligations***) 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.

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:

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

6. **Non-Performance Due to 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) either: (i) the MADAM changing the Nominations of the Claiming Party's Balance Group because they jeopardise the stability of the Austrian Natural Gas network in accordance with the terms of the Gas Ordinance, provided always that the Claiming Party's Balance Responsible Party has taken all reasonable steps to limit the size of the Balance Group's imbalance; or (ii) 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 MADAM;"; and

(b) the deletion of the words in the last line of § 7.1 (***Definition of Force Majeure***): "unless this constitutes a Transportation Failure".

7. **Remedies for Failure to Deliver or Accept the Contract Quantity**

7.1 For the purposes of Austrian VTP Transactions § 8.1 (***Underdelivery***), § 8.2 (***Under Acceptance***), § 8.3 (***Overdelivery***) and § 8.4 (***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 Marginal Buy Price calculated for the Day exceeds the Contract Price; and (ii) the Default Quantity; plus

(b) if applicable for the Day in which the hour falls, the WDO Fee for the Day multiplied by the Default Quantity.

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 Marginal Sell Price calculated for the Day; and (ii) the Default Quantity; plus

(b) if applicable for the Day in which the hour falls, the WDO Fee for the Day multiplied by the Default Quantity.

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:

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

(b) if applicable for the Day in which the hour falls, the WDO Fee for the Day multiplied by the absolute value of the Default Quantity.

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 Marginal Buy Price calculated for the Day exceeds the Contract Price; and (ii) the absolute value of the Default Quantity; plus

(b) if applicable for the Day in which the hour falls, the WDO Fee for the Day multiplied by the absolute value of the Default Quantity."

7.2 **Additional Terms for Austrian VTP Transactions.** For the purposes of § 8.1 (***Underdelivery***), § 8.2 (***Under Acceptance***), § 8.3 (***Overdelivery***) and § 8.4 (***Over Acceptance***) of the General Agreement, as amended by this Austrian VTP Appendix for Austrian VTP Transactions, an additional § 8.4A shall apply as follows:

"4A

(a) For the purposes of § 8.1 (***Underdelivery***), § 8.2 (***Under Acceptance***), § 8.3 (***Overdelivery***) and § 8.4 (***Over Acceptance***), the WDO Fees shall be calculated assuming that the non-defaulting Party's Balance Group had a zero tolerance for the relevant Day.

(b) If the Time Unit for an Austrian VTP Transaction is a Day, the provisions of § 8.1 (***Underdelivery***), § 8.2 (***Under Acceptance***), § 8.3 (***Overdelivery***) and § 8.4 (***Over Acceptance***), 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."

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 (0).

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<u>PART II: ELECTIONS FOR CUSTOMISATION OF PROVISIONS IN THIS AUSTRIAN VTP APPENDIX</u>

[ ] 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.

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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 amended and supplemented by the insertion of the following definitions:

"**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 of this Austrian VTP Appendix;

"**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;

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

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

"**Gas Ordinance**" means the Gas-Marktmodell-Verordnung 2020 (Gas Market Model Ordinance 2020);

"**Hourly Contract Quantity**" shall have the meaning given to it in clause 4 of this Austrian VTP Appendix;

"**Market Area And Distribution Area Manager**" or "**MADAM**" shall mean the market area manager of the Market Area East and distribution area manager in Austria from time to time, which, as at the date of publication of this version of the Austrian VTP Appendix, is Austrian Gas Grid Management AG;

"**Marginal Buy Price**" shall be as calculated in accordance with the Gas Ordinance;

"**Marginal Sell Price**" shall be as calculated in accordance with the Gas Ordinance;

"**Nomination**" shall have the meaning given to it in the Gas Act, being the amount of Natural Gas during a certain time interval that is to be handed over or received at an entry or exit point of the Austrian Natural Gas network or at the Austrian VTP;

"**Virtual Trading Point**" means the "virtueller Handelspunkt" as defined in the Gas Act; and

"**WDO Fee**" shall be the within-day obligation fee as calculated in accordance with the Gas Ordinance.

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<u>To be executed by the Parties that checked and completed the box on the first page</u>:

IN WITNESS whereof this Austrian VTP Appendix has been duly executed by the duly authorised 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: _____________________________

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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
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) as amended and supplemented by the Austrian VTP Appendix between the Parties (Austrian VTP Appendix) 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 : ___________________________________

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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**
[X] INTRA SYSTEM	
Relevant System :	Gas Connect Austria, Trans 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 :	[ ]
Settlement Date:	[ ]
Settlement 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) as amended and supplemented by the Austrian VTP Appendix between the Parties (Austrian VTP Appendix) 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.

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Date : ________________________________ Signature : ____________________________________

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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
Contract Quantity :	[ ] MWh
Time Unit :	[one (1) Hour] / [one (1) Day]
Total Supply Period :	From [ ] hours on [/ /] to [ ] hours on [/ /]
Contract Price :	[ ]
Tolerance :	0

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Date : ________________________________ Signature : ____________________________________

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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
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) as amended and

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supplemented by the Austrian VTP Appendix between the Parties (Austrian VTP Appendix) 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 : ___________________________________

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