

Schedule 1

1. Amendments to the Existing Agreement comprising the waiver and the non-optional provisions set out in §§ 1 to 23 of the General Agreement Gas, V2.1(consolidated):

- 1.1. The waiver, to the extent included on the first page of the Existing Agreement, shall be deleted in its entirety and shall be replaced by the following:

“THE FOLLOWING GENERAL AGREEMENT 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 WHATEVER JURISDICTION. IT IS THEREFORE THE RESPONSIBILITY OF EACH PARTY WISHING TO USE THIS GENERAL AGREEMENT 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 GENERAL AGREEMENT ARE URGED TO CONSULT RELEVANT LEGAL OPINIONS MADE AVAILABLE THROUGH ENERGY TRADERS EUROPE AS WELL AS THEIR OWN COUNSEL”;

- 1.2. § 2.5 (*Energy Units*) shall be amended by deleting the wording in the last line “unless the Parties agree otherwise”;
- 1.3. § 3.2 (*Confirmations*) shall be amended by deleting in the last line the reference to “Annex 2 a-d” and replacing it with “Annex 2 A-D”;
- 1.4. § 5.4 (*Notice of Exercise*) shall be amended by adding the following wording at the end of the sub-clause:

“Upon receipt by the Writer of such notice of Exercise, the Parties shall be deemed specified as Seller and Buyer, respectively, in accordance with their respective delivery and acceptance obligations under the relevant Individual Contract.”;

- 1.5. § 6.4 (*Measurement of Natural Gas Deliveries and Receipts*) shall be amended by deleting, in line seven, the word “Quantity” and replacing it with “quantity”;
- 1.6. § 6.5 (*Documentation of Scheduled Quantities and Delivered Quantities*) shall be amended by deleting the references to “Individual Contracts” and replacing them with references to “Individual Contract”;
- 1.7. § 6.7 (*Seller and Buyer Risks*) shall be amended by deleting, in line two, the words “the Supply Period:” and replacing them with “the Total Supply Period.”;
- 1.8. § 7.2 (*Release from Delivery and Acceptance Obligations*) shall be amended by deleting, in line one, the word “partly” and replacing it with “partially”;
- 1.9. § 8.5 (*Definition and Interpretation*) shall be amended by deleting any reference to “§ 4.1 (*Delivery and Acceptance*)” and replacing it with “§ 4.1 (*Delivery and Acceptance and Net Scheduling Obligations*)”;
- 1.10. § 10.5(b)(ii) shall be amended by (i) adding in line one after the words “Credit Support Provider” the words “(if such Party has a Credit Support Provider)”, (ii) adding in line one after the words “Controlling Party” the words “(if such Party does not have a Credit Support Provider but has a Controlling Party)” and (iii) by deleting in line four the word “sheet” and replacing it with “Sheet”, so that the amended § 10.5(b)(ii) now reads as follows:

“the default of a Party or its Credit Support Provider (if such Party has a Credit Support Provider) or

Controlling Party (if such Party does not have a Credit Support Provider but has a Controlling Party) (individually or collectively) to make one or more payments on the due date thereof in an aggregate amount of not less than the Threshold Amount (as specified for that Party in the Election Sheet) under one or more agreements or instruments relating to Specified Indebtedness (after giving effect to any applicable notice requirement or grace period).”;

- 1.11. § 10.5(d) (***Failure to Deliver or Accept***) shall be amended by deleting in line four and five the word “days” each time it appears and replacing it with “Days”;
- 1.12. § 12.2 (***Exclusion of Liability***) shall be amended by (i) adding, after the defined term “(“***Damages***)”, the wording “(including, without limitation, any liability due to the irregularities in the supply of Natural Gas under an Individual Contract)” and (ii) deleting the words “the negligence” in line nine and replacing them with “gross negligence”;
- 1.13. § 12.3 (***Consequential Damage and Limitation of Liability***) shall be amended by (i) amending sub-clause (a) to read in line five “and for any indirect and/or consequential Damages”, and (ii) by adding in sub-clause (b), after the reference to “§ 10.3 (***Termination for Material Reason***)”, the reference to “§ 11 (***Calculation of the Termination Amount***)”;
- 1.14. § 12.4 (***Intentional Default, Fraud and other Mandatory Rules***) shall be amended by adding at the end of sub-section (c) before the “.” the following
- “; or
(d) any action which endangers the fundamental legal rights of a Party or which violates a Party’s fundamental contractual obligations (*Kardinalspflichten*).”;
- 1.15. § 13.1 (***Invoice***) shall be amended by (i) deleting in the first sentence the words “month” and “calendar month” and replacing it with “Month”, and (ii) deleting in the last sentence the word “Premiums” and replacing it with “a Premium” and (iii) deleting in the last sentence the word “Contracts” and replacing it with “Contract”, so that the amended §13.1 now reads as follows:
- “1. Invoice:** Each Party who is a Seller of Natural Gas in an Individual Contract shall transmit to the other Party in the course of the calendar month following delivery of Natural Gas under Individual Contract(s) for the previous Month an invoice setting forth the total quantities of Natural Gas that were sold by it under each Individual Contract in the previous Month. In connection with such invoice the Party shall state all amounts then owed between the Parties pursuant to each Individual Contract for which it is the Seller including, without limitation, all amounts owed for the purchase and sale of Natural Gas, fees, charges, reimbursements, damages, interest, and other payments or credits owed between the Parties (including, without limitation, under § 8 (***Remedies for Failure to Deliver or Accept the Contract Quantity***), § 8a (***Off-Spec Gas***) and § 14 (***VAT and Taxes***)) and the net amount due for payment in respect of each Individual Contract. Invoicing of a Premium due under an Individual Contract for Options shall be as agreed by the Parties in the Individual Contract.”;
- 1.16. § 13.2 (***Payment***) shall be amended by adding after the wording “or (b) the tenth (10th) day following receipt of an invoice”, the wording “or, if not a Business Day, the immediately following Business Day”;
- 1.17. § 13.4 (***Invoicing and Payment of Scheduled Contract Quantities***) shall be amended by deleting, in line six, the words “any Quantity” and replacing them with “any quantity”;
- 1.18. § 13.7 (***Invoices Based on Contract Quantities***) shall be amended by deleting the first sentence and replacing it with the following: “For the avoidance of doubt, it is acknowledged that each invoice shall be based on the Contract Quantities agreed by the Parties pursuant to each Individual Contract and not the aggregate net result of all Contract Quantities which are used pursuant to § 4.1(b), to calculate the Net Contract Quantities to be Scheduled, made available and offtaken by the Parties pursuant to § 4.1 (***Delivery and Acceptance and Net Scheduling Obligations***) after aggregating all Individual Contracts between the Parties for the relevant Time Unit at the same Delivery Point.”;
- 1.19. § 14.1 (***VAT***) (i) subsection one, shall be amended in line two by adding, after the words “Natural Gas” the words “or related services” and (ii) subsection two, shall be amended in line two by deleting after the figure

“39” the word “or” and replacing it by “, 44” and by adding after the figure “195” the words “196 or 199a” and in line three by adding after the words “Council Directive 2006/112/EC” the words “(as amended by any subsequent Directives) and in accordance with any associated national legislation”, so that the amended § 14.1 subsections 1 and 2 now read as follows:

“1. VAT: All amounts referred to in this General Agreement are exclusive of VAT. The VAT treatment of the supply of Natural Gas or related services under an Individual Contract shall be determined pursuant to the VAT laws of the jurisdiction where a taxable transaction for VAT purposes is deemed to take place. If VAT is payable on any such amounts, the Buyer shall pay to the Seller an amount equal to the VAT at the rate applicable from time to time, provided that such amount shall only be required to be paid once the Seller provides the Buyer with a valid VAT invoice (applicable in the jurisdiction of supply) in relation to that amount.

Where, in accordance with EU and/or national legislation, any supplies under an Individual Contract may be Zero-Rated and/or subject to the reverse charge in accordance with Articles 38, 39, 44, 195, 196 or 199a of Council Directive 2006/112/EC (as amended by any subsequent Directives) and in accordance with any associated national legislation, the following shall apply.”;

1.20. § 14.2(a) shall be amended by deleting the words “taxing authority” and replacing it with the words “Tax authority”;

1.21. § 14.8(c) shall be amended by deleting the reference to “specified in the Election Sheet” to read:

“(c) the total amount of the New Tax that would be payable in respect of the balance of the total amount of Natural Gas to be delivered during the remainder of the Total Supply Period (the **“Remaining Contract Quantity”**), unless otherwise specified by the Parties, shall exceed five percent (5%) of the product of the Remaining Contract Quantity and the Contract Price”;

1.22. § 14.8(d) shall be amended by adding, at the end of the sub-section after the semicolon, the word “and”;

1.23. § 15.4 (**Definition of Market Disruption Event**) shall be amended by adding, in line five, before the word “price”, the word “relevant”;

1.24. § 17.1 (**Right to Require Performance Assurance**) shall be amended by deleting, in line five and eight, the word “entity” and replacing it with the word “Entity”;

1.25. § 19.2 (**Assignment to Affiliates**) shall be amended by (i) deleting in line two the words “assign and transfer” and replacing them with the words “assign its rights and/or transfer its obligations under”, (ii) replacing the reference to “assigning and transferring” each time it appears to “assigning and/or transfer” or “assigning and/or transferring”, as applicable and (iii) replacing in line four the reference to “assignment and transfer” to “assignment and/or transfer” so that the amended § 19.2 (**Assignment to Affiliates**) now reads as follows:

“2. Assignment to Affiliates: If this § 19.2 (**Assignment to Affiliates**) is specified as applying in the Election Sheet, each Party shall be entitled to assign its rights and/or transfer its obligations under the Agreement without the prior written consent of the other Party to an Affiliate of an equivalent or greater creditworthiness, provided that such Affiliate is incorporated in the same jurisdiction as the assigning and/or transferring Party. Such assignment and/or transfer shall only become effective upon notice being received by the other Party and provided that any Credit Support Document issued or agreed on behalf of the assigning and/or transferring Party has first been reissued or amended to support the obligations of the Affiliate for the benefit of the other Party.”; and

1.26. § 22.2 (**Arbitration**) shall be amended by (i) replacing, in line three of Option A, the word “Rules” with “rules”, (ii) adding after the word “Arbitration”, in line three of Option A, the word “(“**Rules**””, (iii) adding, in line five of Option A, the word “legal” before the words “place of arbitration” and (iv) replacing, in Option B, the word “Nationals” with “Nations”.

2. The following provision shall be amended in the Election Sheet of the Existing Agreement:

"§13.5 Interest Rate" shall be amended to read "**§ 13.5 Default Interest**" and after the words "per annum" the following wording shall be added " , provided that if the Interest Rate would otherwise be less than zero (0), the Interest Rate shall be floored at zero (0) and any margin applied thereto".

3. The following definitions in Annex 1 – Defined Terms of the Existing Agreement shall be amended to read² as follows:

"Affiliate" means with respect to a Party, any Entity Controlled, directly or indirectly, by that Party, any Entity that Controls, directly or indirectly that Party or any Entity directly or indirectly under the common Control *with* a Party;

"Commodity" means, unless otherwise provided in the Election Sheet, any tangible or intangible commodity of any type or description (including, without limitation, electric power, electric power capacity, natural gas, natural gas liquids, *natural gas capacities, environmental products (such as greenhouse gas emission allowances, guarantees of origin, levy exemption certificates and renewable obligation certificates)*, coal, heating oil and other petroleum by-products or fuels *or any derivative of any of the foregoing*);

"Credit Rating" means in respect of an Entity any of the following:

- (a) the long-term unsecured, unsubordinated (unsupported by third party credit enhancement) public debt rating;
- (b) the debt issuer's credit rating; or
- (c) the corporate credit rating given to that entity, in each of cases (i) to (iii) by *S&P Global Ratings (a division of S&P Global, Inc.)* or any successor thereto ("**S&P**") or *Moody's Ratings (a division of Moody's Corporation)* or any successor thereto ("**Moody's**");

"EU" means the European *Union* as it exists from time to time;

"Interest Rate" has the meaning specified in § 13.5 (**Default Interest**) of the Election Sheet;

"Joule" or **"J"** means the unit of energy as defined in the *International System of Units, previously specified in ISO 1000:1992 (E) and now covered by ISO 80000-1:2009 and ISO 80000-5:2019*;

"New Tax" means in respect of an Individual *Contract*, any Tax enacted and effective after the date on which the Individual Contract is entered into, or that portion of an existing Tax which constitutes an effective increase (taking effect after the date on which the Individual Contract is entered into) in applicable rates, or extension of any existing Tax to the extent that it is levied on a new or different class of persons as a result of any law, order, rule, regulation, decree or concession or the interpretation thereof by the relevant taxing authority, enacted and effective after the date on which the Individual Contract is entered into;

"Notified Planned Maintenance Point" means any point so identified from time to time by *either Party to the respective other Party in writing*;

"Valid Certificate" means any appropriate documentation accepted by the relevant *Tax* authorities or as required by applicable law, order, rule, regulation decree or concession or the interpretation thereof; and

"Zero-Rated" means, in respect of a supply, a tax exempt export or tax-free export under applicable VAT Rules.

4. The following definitions shall be added to Annex 1 – Defined Terms of the Existing Agreement:

"Applicable Fallback Rate" has the meaning specified in the definition of the term EURIBOR;

"EURIBOR" means that the rate for a Reset Date will be EURIBOR (the Euro wholesale funding rate known as the Euro Interbank Offered Rate provided by the European Money Markets Institute, as the administrator of the

² For illustration purposes, amendments to definitions from the previous version are shown in *italics*, while deletions are not marked; a full comparison is available on the website of [Energy Traders Europe](#).

benchmark (or a successor administrator)) for the one (1) month period agreed between the Parties (the **"Designated Maturity"**) which appears on the Reuters Screen EURIBOR01 Page as of 11:00 a.m., CET (or any amended publication time as specified the benchmark administrator in the EURIBOR benchmark determination methodology), on the day that is two (2) TARGET Settlement Days preceding that Reset Date.

(a) *No Index Cessation Effective Date with respect to EURIBOR*

If, by 11:00 a.m. CET (or the amended publication time for EURIBOR, if any, as specified by the EURIBOR benchmark administrator in the EURIBOR benchmark methodology) on that Reset Date, EURIBOR for a period of the Designated Maturity in respect of the Reset Date has not been published on the Reuters Screen EURIBOR01 Page and an Index Cessation Effective Date with respect to EURIBOR has not occurred, then, references to EURIBOR will be deemed to be references to the last provided or published EURIBOR. If by 3:00 p.m., CET (or four (4) hours after the amended publication time for EURIBOR), on that Reset Date, neither the administrator of EURIBOR nor an authorised distributor has provided or published EURIBOR for a period of the Designated Maturity in respect of the Reset Date and an Index Cessation Effective Date has not occurred, then, unless otherwise agreed by the Parties, the rate for that Reset Date will be:

- (A) a rate formally recommended for use by the administrator of EURIBOR; or
- (B) a rate formally recommended for use by the supervisor which is responsible for supervising EURIBOR or the administrator of EURIBOR,

in each case, during the period of non-publication of EURIBOR and for so long as an Index Cessation Effective Date has not occurred. If a rate described in sub-paragraph (A) is available, that rate shall apply. If no such rate is available but a rate described in sub-paragraph (B) is available, that rate shall apply. If neither a rate described in sub-paragraph (A) nor a rate described in sub-paragraph (B) is available, then the Calculation Agent shall determine a commercially reasonable alternative for EURIBOR, taking into account any rate implemented by central counterparties and/or futures exchanges, in each case with trading volumes in derivatives or futures referencing EURIBOR that the Calculation Agent considers sufficient for that rate to be a representative alternative rate;

(b) *Index Cessation Effective Date with respect to EURIBOR*

If an Index Cessation Effective Date occurs with respect to EURIBOR, then the rate for a Reset Date occurring two (2) or more TARGET Settlement Days after the Index Cessation Effective Date will be such rate as replaces EURIBOR pursuant to the prevailing fallback mechanics that the International Swaps and Derivatives Association, Inc. (ISDA), or any successor to ISDA, has in place (the **"Applicable Fallback Rate"**), as at the Index Cessation Effective Date, after the Calculation Agent has made such adjustments as are necessary to account for any difference in term structure or tenor of the Applicable Fallback Rate and all provisions in this section shall be read as though references to EURIBOR are instead references to the Applicable Fallback Rate;

"Index Cessation Effective Date" means, in respect of an Index Cessation Event, the first (1st) date in respect of which EURIBOR, or (if an Applicable Fallback Rate is being used) such Applicable Fallback Rate, is no longer provided. If EURIBOR, or, as the case may be, such Applicable Fallback Rate, ceases to be provided on the same day that it is required to determine the rate for a Reset Date pursuant to the terms of the contract but it was provided at the time at which it is to be observed pursuant to the term of the contract (or, if no such time is specified in the contract, at the time at which it is ordinarily published), then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published;

"Index Cessation Event" means, in respect of EURIBOR or, in the event an Applicable Fallback Rate is being used, such Applicable Fallback Rate:

- (a) a public statement or publication of information by or on behalf of the administrator of the index announcing that it has ceased or will cease to provide the index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the index; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the index, the central bank for the currency of the index, an insolvency official with jurisdiction over the administrator for the index, a resolution authority with jurisdiction over the administrator for the index or a court or an entity with similar insolvency or resolution authority over the administrator for the index, which states that the administrator of the index

has ceased or will cease to provide the index permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the index;

"Paying Party" has the meaning specified in § 14.9(a) (*Payments Free and Clear*);

"Receiving Party" has the meaning specified in § 14.9(a) (*Payments Free and Clear*);

"Reset Date" means the date payment becomes overdue, and the same date each period of the Designated Maturity thereafter until the date on which the other Party receives payment of the overdue amount and all interest that has accrued, provided that if a relevant month does not contain such number of days, the Reset Date for such month shall be the last day of such month;

"TARGET Settlement Day" means any day on which T2 (the real-time gross settlement system operated by Eurosystem or a successor operator) is open for the settlement of payments in Euro; and

"Threshold Amount" with respect to a Party, shall have the meaning as specified for that Party in the Election Sheet pursuant to § 10.5(b) (*Cross Default and Acceleration*).

5. The following shall be added to Annex 2B – CONFIRMATION OF INDIVIDUAL CONTRACT (FLOATING PRICE):

Annex 2B shall be amended by inserting directly below the transaction detail "Calculation Method:", the transaction details "Settlement Date:" and Settlement Price:".

Schedule 2

1. Provisions, if elected by the Parties, shall be incorporated into the Existing Agreement:

1.1. § 7a (*Non-Performance Due to Trade Restriction*):

§ 7a

Non-Performance Due to Trade Restriction

1. **Application of Clause:** This § 7a (*Non-Performance Due to Trade Restriction*) will *not* apply unless otherwise specified by the Parties in the Election Sheet.

2. **Definition of Trade Restriction:** For purposes of the Agreement, "**Trade Restriction**" means any law, regulation, decree, ordinance or legally binding order, rule or requirement of the United Nations or under the laws of the EU, any EU Member State, or the laws of any other country specified in the Election Sheet relating to trade sanctions, trade embargoes and other foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws.

3. **Release from Delivery, Acceptance and Payment Obligations:** If a Trade Restriction: (i) is directly applicable to a Party and (ii) fully or partially prevents this Party (the "**Trade Affected Party**") from performing or procuring the performance of any obligation otherwise required by this Agreement including, without limitation, its obligations to: (a) deliver, accept, sell or purchase Natural Gas or pay or receive monies under one or more Individual Contracts to, from, or through an Entity or (b) engage in any other acts under the Agreement (each an "**Affected Obligation**"), because this would constitute a violation of, be inconsistent with, or expose the Trade Affected Party to a punitive measure under such Trade Restriction, and provided that the Trade Affected Party can legally bind itself under the national laws of the place of the Trade Affected Party's incorporation, registration, or establishment to comply with such Trade Restriction (such Trade Restriction being an "**Applicable Trade Restriction**"), then, without prejudice to § 7a.7 (**Long Term Trade Restriction Limit**), no breach or default of this Agreement on the part of the Trade Affected Party as a result of the Applicable Trade Restriction shall be deemed to have occurred and, subject to § 7a.6 (**Accrued Amounts**), it shall be released (and not merely suspended) from those Affected Obligations but only for the period of time and to the extent that such Applicable Trade Restriction prevents its performance. Without prejudice to § 7a.7 (**Long Term Trade Restriction Limit**), the Trade Affected Party and the other Party (the "**Trade Restricted Party**") shall have no obligation to pay damages pursuant to § 8 (**Remedies for Failure to Deliver or Accept the Contract Quantity**) with respect to Default Quantities arising under any Individual Contracts concluded under the Agreement as a result of any Applicable Trade Restriction affecting the Trade Affected Party's obligations under this Agreement nor shall any right to terminate the Agreement pursuant to § 10.5(a) (**Non-Performance**) or § 10.5(d) (**Failure to Deliver or Accept**) arise for the Trade Restricted Party or the Trade Affected Party as a result of any failure to perform or procure the performance of any Affected Obligation due to any Applicable Trade Restriction.

4. **Notification and Mitigation of Applicable Trade Restriction:** The Trade Affected Party shall to the extent permissible and as soon as practicable after learning of the Applicable Trade Restriction notify the Trade Restricted Party of the commencement of an Applicable Trade Restriction and of the Individual Contract(s) affected thereby and, to the extent then available, provide to the Trade Restricted Party a bona fide non-binding estimate of the extent and expected duration of its inability to perform. The Trade Restricted Party and the Trade Affected Party shall, to the extent permissible under any Applicable Trade Restriction: (i) use all commercially reasonable efforts to mitigate and overcome the effects of the Applicable Trade Restriction, which shall however not include an obligation to procure a licence to perform and (ii) during the continuation of the Applicable Trade Restriction, provide the other Party with reasonable bona fide updates, when, and if available, of the extent and expected duration of its inability to perform such Individual Contract(s).

5. **Effects of Applicable Trade Restriction on Trade Restricted Party:** In the event, and to the extent, that a Trade Affected Party's delivery obligations are released due to an Applicable Trade Restriction (and if delivery and acceptance have not yet been performed), subject to § 7a.6 (**Accrued Amounts**), the Trade Restricted Party's corresponding acceptance and payment obligations shall also be released. In the event, and to the extent that the Trade Affected Party's acceptance or payment obligations

are released due to an Applicable Trade Restriction, the Trade Restricted Party's corresponding delivery obligations shall also be released.

6. Accrued Amounts: If, at the time any Applicable Trade Restriction comes into force preventing the payment or receipt of any monies by either Party, any monies have already accrued between the Parties for deliveries of Natural Gas or otherwise in respect of the period before such Applicable Trade Restriction came into force ("**Accrued Amounts**"), then the obligation to pay any such Accrued Amounts shall be suspended until such time as payments of monies may lawfully be made under any Applicable Trade Restriction or after the Applicable Trade Restriction ceases to apply.

7. Long Term Trade Restriction Limit: Where in respect of an Individual Contract the obligations of the Trade Affected Party have been adversely affected by an Applicable Trade Restriction on each Day of a period specified in the Election Sheet or, if no period has been specified in the Election Sheet, for ten (10) consecutive Days and by on average more than fifty (50) per cent of the aggregate contracted quantity during such period, then the Trade Affected Party and the Trade Restricted Party shall have the right to terminate such Individual Contract forthwith. In case of such termination, the terminating Party shall only be required to send notice of termination of such an Individual Contract to the other Party to the extent permissible. Such termination shall be without prejudice to the accrued rights and obligations of the Parties under such Individual Contract up to the date of termination (including, without limitation, the obligation to pay any Accrued Amounts once so permitted) but neither Party shall have any liability whatsoever to the other in respect of the unexpired portion of the Total Supply Period under such Individual Contract after the date of termination.

8. Consequential Amendments: References to "**Force Majeure in accordance with § 7 (Non-Performance Due to Force Majeure)**" in §§ 8.5(a) and (b) of § 8.5 (**Definitions and Interpretation**) and § 8a.4 (**Underdelivery due to Off-Spec Gas**) shall be understood as references to "**Force Majeure in accordance with § 7 (Non-Performance Due to Force Majeure) or any Applicable Trade Restriction in accordance with § 7a (Non-Performance Due to Trade Restriction)**" and references to "**§ 7 (Non-Performance Due to Force Majeure)**" in § 10.5(a) (**Non-Performance**) and § 10.5(d) (**Failure to Deliver or Accept**) shall be understood as references to "**§ 7 (Non-Performance Due to Force Majeure) or § 7a (Non-Performance Due to Trade Restriction)**".

1.2. § 10.3(g) (**Set-off**):

"Set-Off Rights: If "**Set-Off Rights**" is specified as applying in the Election Sheet, and where under the terms of § 10.3(d) the Termination Amount is payable to or by the other Party, the Terminating Party may, at its option and without prior notice to the other Party, set off the Termination Amount or part thereof against any payment obligation of or to the other Party (whether or not matured, contingent or invoiced) under any other agreements, instruments or undertakings between the Parties. The right of set-off shall be without prejudice and in addition to any right of set-off, combination of accounts, lien, charge or other right to which any Party is at any time otherwise entitled (whether by operation of law, by contract or otherwise). If an amount is unascertained, the Terminating Party may reasonably estimate the amount to be set off.

Nothing in this § 10.3(g) (**Set-Off Rights**) is intended to create or does create in favour of either Party a mortgage, charge, lien, pledge, encumbrance or other security interest. Payment obligations of the other Party under any agreements, instruments or undertakings between the Parties that are denominated in a currency other than the Base Currency shall, in order to effect set-off in accordance with this § 10.3(g) (**Set-Off Rights**), be converted into the Base Currency at the spot exchange rate at which the Terminating Party can buy the Base Currency with the other currency, as determined in any commercially reasonable manner.";

1.3. § 10.5(f) (**Default under Specified Transaction**):

"OPTION A

- (f) **Default under Specified Transaction:** The failure of a Party or the Entity specified in the Election Sheet (if any) to make one or more payments under any Specified Transactions (after giving effect to any applicable notice requirement or grace period), in an aggregated amount (as

specified in the Election Sheet).

OPTION B

- (f) **Default under Specified Transaction:** A Party or the Entity specified in the Election Sheet (if any):
- (i) defaults (other than by failing to make a delivery) under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction; or
 - (ii) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three (3) Business Days if there is no applicable notice requirement or grace period), in an aggregated amount (as specified in the Election Sheet); or
 - (iii) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction confirmed or evidenced by a document or other confirming evidence executed and delivered by that Party or the Entity specified in the Election Sheet (if any) (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf)."

1.4. § 17.2(j) (***Change of Ownership***):

"(j) **Change of Ownership:** If the Specified Entity of the other Party ceases directly or indirectly to own, or irrevocably commits itself to any agreement, the result of which will be that it will not directly or indirectly own, more than fifty percent (50%), or the percentage specified in the Election Sheet (if applicable), of the share capital of such other Party, or shares carrying more than fifty percent (50%), or the percentage specified in the Election Sheet (if applicable), of the voting rights in the other Party, or loses the power to elect the majority of the board of directors of the other Party."

1.5. § 23.2a (***Electronic Notices and Communication***):

"**2a. Electronic Notices and Communications:** If specified as applying in the Election Sheet, in addition to the above and notwithstanding anything to the contrary in this Agreement, any notice, declaration or other communication other than an Excluded Communication, may also be sent by e-mail to the e-mail address as provided by such Party in the Election Sheet. The Party sending such notice, declaration or other communication by email shall attach it in PDF format to such e-mail. Nothing in this paragraph shall affect any agreement, arrangement or understanding between the Parties for the sending or giving of any Excluded Communication by e-mail or otherwise.

Any notice, declaration or other communication sent by e-mail in accordance with this paragraph shall be deemed received and effective:

on the day the e-mail is sent to the recipient if sent before 1700 hours (recipient's time) on a Business Day or otherwise at 0900 hours (recipient's time) on the first (1st) Business Day after the e-mail is sent. For the avoidance of doubt, the deemed receipt and the effectiveness of a notice, declaration or other communication sent by e-mail shall remain unaffected by any deviating evidence of receipt or non-receipt of the respective e-mail and/or of any attached legal notice or declaration.

Each Party may change the e-mail address to be used to send notices to it in accordance with this paragraph by giving notice to the other by e-mail or otherwise in accordance with this paragraph."

2. The following definitions shall be added to Annex 1 – Defined Terms of the Existing Agreement:

"**Accrued Amounts**" has the meaning specified in § 7a.6 (***Accrued Amounts***);

"Affected Obligation" has the meaning specified in § 7a.3 (*Release from Delivery, Acceptance and Payment Obligations*);

"Applicable Trade Restriction" has the meaning specified in § 7a.3 (*Release from Delivery, Acceptance and Payment Obligations*);

"Base Currency" has the meaning specified in the Election Sheet;

"Excluded Communication" means, unless otherwise provided in the Election Sheet any notice of option exercise according to § 5.4 (*Notice of Exercise*), any notice under § 10 (*Term and Termination Rights*) or § 17 (*Performance Assurance*);

"Member State" means any one of the signatories to the EU from time to time;

"Specified Entity" means the Entity identified as such in the Election Sheet for § 17.2(j) (*Change of Ownership*);

"Specified Transaction" means, unless otherwise provided in the Election Sheet, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one Party to this Agreement (or any Entity of such Party specified in the Election Sheet (if any)) and the other Party to this Agreement (or any Entity of such Party specified in the Election Sheet (if any)) which is not an Individual Contract under this Agreement but which is a Commodity swap, Commodity option, cap transaction, floor transaction, collar transaction, agreement for the purchase, sale or transfer of any Commodity or any other Commodity trading or Commodity derivative transaction or any other similar transaction (including any option with respect to any of these transactions) and (b) any combination of these transactions;

"Trade Affected Party" has the meaning specified in § 7a.3 (*Release from Delivery, Acceptance and Payment Obligations*);

"Trade Restricted Party" has the meaning specified in § 7a.3 (*Release from Delivery, Acceptance and Payment Obligations*); and

"Trade Restriction" has the meaning specified in § 7a.2 (*Definition of Trade Restriction*).