

**Agreement between the Balance Group Representative participating at the
exchange trading at EXAA (BGR)**

.....
name, address

.....
EIC

and

EXAA , Abwicklungsstelle für Energieprodukte AG (EXAA)

concerning the clearing and settlement of schedules

in the control area of the Amprion GmbH (TSO)

Concerning the clearing and the settlement of schedules between the balance group of the balance group responsible participating in exchange trading at EXAA and the balance group of EXAA in the Amprion Control Area of Amprion the following rules have to be applied.

1. The BGR has signed a balance group contract in the control area of Amprion GmbH, which allows the exchange of electric power between balance groups via schedules.
2. The BGR abandons the right of later change of schedules after 14:30 on the day before delivery between the participant's balance group and the balance group of EXAA.
3. In case of discrepancies between an applied schedule of a BGR and the corresponding schedule of EXAA the schedule of the EXAA is the one that takes priority. In this case the schedule of the EXAA is the basis of the operational clearing and settlement. The BGR agrees explicit, irrevocably, unconditionally and without reservation.
4. The BGR agrees to hold EXAA free and harmless from any and all costs, expenses and losses resulting from deviations from schedules independent of the BGR's default. Excepted is the case of a default of EXAA.
5. In case the BGR transacts business with EXAA for self-supply the EEG-quantities for delivery from EXAA to the balance group of the BGR are supplied and according to § 14 Abs. 3 EEG paragraph 3 EEG 2004 and if

the preconditions are fulfilled, and are calculated based upon § 16 EEG 2004. EXAA is released from its own liability in the sense of § 14 Abs. 3 EEG 2004.

6. The BGR agrees, that the management of the balance group in the control area of Amprion GmbH is published to EXAA by from the Amprion GmbH.
7. This from the BGR released agreement is also legally binding towards Amprion Transportnetz Strom GmbH. Amprion receives a copy of this agreement for acknowledgement.
8. This agreement expires, if the balance group contract of the BGR and / or the balance group contract of EXAA expires.
9. The duration of this agreement starts on
10. All disputes arising from this agreement shall be decided by the competent commercial courts of Vienna as the only competent courts. All disputes arising from or in connection with exchange transactions concluded at Wiener Börse as a General Commodities Exchange via the trading system operated by EXAA even if concluded in connection with this agreement shall be decided by the Court of Arbitration of Wiener Börse pursuant under exclusion of the regular courts of justice to art. 27 part. 4 Exchange Law and in agreement with the decree of the Federal Ministry of Finance and of the Federal Ministry for Economic Affairs and Labor as accorded with the Federal Ministry of Justice on the implementation of Art XIII Introductory Law to the Code of Civil Procedure (Rules of Arbitration of Wiener Börse) Federal Law Gazette II No. 230/2000 in its function as the statutory compulsory court of arbitration.
11. This Agreement has been construed under Austrian law with the exception of the provisions under International Private Law.

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BGR, place date, stamp, signature

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EXAA, place date, stamp, signature

NONCOMMITTAL TRANSLATION
ONLY THE GERMAN VERSION HAS LEGAL FORCE