

# Agreement

Concluded between

EXAA, Abwicklungsstelle für Energieprodukte AG,  
in 1090 Vienna, Alserbachstraße 14-16

hereinafter referred to as " EXAA"

and

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the exchange member participating in the clearing and settlement of exchange deals  
concluded at EXAA in the control area of the TenneT TSO GmbH

hereinafter referred to as "Balance Group Representative".

1. The Balance Group Representative is Balance Group Representative in the TenneT Control Area and has concluded a respective balance group contract with the TenneT TSO GmbH.
2. EXAA has concluded the balance group contract with the TenneT TSO GmbH enclosed as Annex ./1 and has therewith arranged for a balance group via which schedules of exchange members participating in the clearing and settlement at EXAA can be settled in the control area of the TenneT TSO GmbH. The control area of the TenneT TSO GmbH builds up a delivery zone and is therefore part of the delivery area.
3. The Balance Group Representative intends to exercise the option of the clearing and settlement of exchange deals concluded at Wiener Börse as General Commodities Exchange in control area of the TenneT TSO GmbH via the trading system operated by EXAA.

4. The Balance Group Representative shall acknowledge, confirm and comply with the agreements and arrangements reached in the balance group contract concluded between EXAA and the TenneT TSO GmbH as enclosed as Annex ./1; he particularly shall acknowledge and explicitly, unconditionally and irrevocably confirm without any reservations that the schedules as transmitted by EXAA are valid in case of deviations between the schedules transmitted by the Balance Group Representative and the schedules transmitted by EXAA. This declaration on the part of the Balance Group Representative is also binding and effective to TenneT TSO GmbH. EXAA shall by means of a copy of this contract notify TenneT TSO GmbH of the Balance Group Representative's irrevocable, unconditional and unreserved acknowledgement of the validity of the schedules transmitted by EXAA in case of deviations between the schedules transmitted by the Balance Group Representative and the schedules transmitted by EXAA.
5. The Balance Group Representative agrees to indemnify and hold harmless EXAA from and against all damages, costs, expenses, and losses resulting from schedule deviations independent of his negligence.
6. The Balance Group Representative agrees that exchange deals concluded between EXAA and the Balance Group Representative in case of his company seat outside of Austria are treated as inner-community supply resp. deliveries and therefore no VAT is included on the invoices and credit notes issued by EXAA.
7. 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.

8. This Agreement has been construed under Austrian law with the exception of the provisions under International Private Law.

Vienna, .....

NONCOMMITTAL TRANSLATION  
ONLY THE GERMAN VERSION HAS LEGAL FORCE

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EXAA

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Balance Group Representative