Ratification Letter for Austrian VTP Appendix (Version 3.0/September 2022) to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas

Send to: edrsAdmin@efet.org

Cc: secretariat@efet.org

Dear Colleague

Austrian VTP Appendix (Version 3.0/September 2022) to the EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas – Ratification

The purpose of this letter (the "**Ratification Letter**") is to confirm our ratification of the amendment of any existing 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 (each an "**EFET General Agreement**") by the incorporation therein of the Austrian VTP Appendix Version 3.0 as published by the European Federation of Energy Traders ("**EFET**") on 26 September 2022 (the "**Appendix**") and as set out in the Schedule to this Ratification Letter. We confirm our understanding that the purpose of this Ratification Letter is to incorporate the Austrian VTP Appendix Version 3.0 into any existing EFET General Agreement.

All terms not otherwise defined in this Ratification Letter shall have the meanings given to them in the Appendix and the EFET General Agreement.

By ratifying the Appendix in accordance with the terms of this Ratification Letter, any EFET General Agreement

(a) that incorporates an Austrian VTP Appendix in any of the versions published by EFET (each, a "**Bilateral Austrian VTP Appendix**"); and

(b) we have concluded before the Ratification Date (as defined below), with each other party that has ratified the Appendix in accordance with the terms of this Ratification Letter (each person so ratifying the Appendix, including ourselves, being a "**Ratifying Party**"),

(a "**Covered General Agreement**"),

shall be deemed modified, amended and supplemented by the Appendix as if we had signed such Appendix bilaterally with each other corresponding Ratifying Party and the Appendix shall apply to such Austrian VTP Transactions as are identified below. For the avoidance of doubt, any elections made in respect of any **Bilateral Austrian VTP Appendix** shall apply in respect of the Appendix.

As between ourselves and the corresponding Ratifying Party, the agreement to incorporate the Appendix by amending and supplementing the provisions of a Covered General Agreement will take effect as of the date EFET, as agent, first publishes on its website at http://edrs.efet.org/users/ (the "**Website**") a list of parties who have ratified the Appendix that lists both Ratifying Parties as having ratified the Appendix and uploads on the Website the Ratification Letters from both such Ratifying Parties to ratify the Appendix (such date, as stated on the Website, being with respect to the relevant

Ratifying Parties, the "**Ratification Date**").

The Appendix shall apply to the following Austrian VTP Transactions governed by a Covered General Agreement:

(a) all Austrian VTP Transactions entered into on or after the Ratification Date with Total Supply Periods commencing on or after 06:00 hrs. CEST on the 1st October 2022;

(b) all Austrian VTP Transactions entered into before the date of the Ratification Date with Total Supply Periods commencing on or after 06:00 hrs. CEST on the 1st October 2022, and

(c) all Austrian VTP Transactions entered into before the Ratification Date with Total Supply Periods that include a period on or after 1st October 2022 provided that, in such case, the transfer shall only apply in respect of Days falling on or after 1st October 2022.

We shall not re-execute and re-exchange Confirmations in respect of any Austrian VTP Transactions that are transferred, fully or partially, to the Appendix by means of this Ratification Letter.

We acknowledge that the modification, amendment and supplementation of the Covered General Agreement by way of ratifying the Appendix in accordance with the terms of this Ratification Letter fulfils the requirement pursuant to §23.3 of the Covered General Agreement that any amendments or additions shall be made only in writing signed by both parties thereto.

1. Process; General Provisions

The following shall also apply in relation to the Appendix:

(a) EFET shall have the right, in its sole and absolute discretion, upon thirty (30) calendar days' notice on the "EDRS" section of the Website (or by other suitable means) to designate a closing date for ratification of the Appendix (such closing date, the "**Limitation Date**"). After the Limitation Date, EFET will not accept any further Ratification Letters in respect of the Appendix.

(b) Each Ratifying Party will access the "EDRS" section of the Website to enter information online that is required to generate the appropriate form of Ratification Letter. Each Ratifying Party will print, sign and upload the signed Ratification Letter as a PDF attachment into the "EDRS" system of the Website.

(c) If EFET, as agent, determines prior to its publication on the Website that a purported ratification is incomplete, not readable, contains extraneous material, is unsigned or is not in compliance with the terms of this Ratification Letter, EFET will not upload the purported ratification document and will attempt to contact the Ratifying Party. If there is reasonable evidence that a published Ratification Letter is the result of fraud or other criminal activity, then EFET reserves the right, as agent, to remove the name of such party from the list of those having ratified the Appendix and remove the published Ratification Letter from the Website, whereupon, without prejudice to any existing agreement to make the amendments set out in the Appendix based on such Ratification Letter, such purported ratification shall be incapable of forming the basis of any subsequent agreement to make the amendments set out in the Appendix.

(d) A copy of each Ratification Letter as uploaded by the Ratifying Party will be published by EFET on the Website and in accordance with the Terms of Use of the EFET Document Ratification System in force from time to time so that it may be viewed by all Ratifying Parties.

(e) This Ratification Letter is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a Covered General Agreement that the parties may otherwise effect in accordance with the terms of that Covered General Agreement.

(f) The provisions of the Covered General Agreement setting forth the governing law and dispute resolution mechanisms that apply to the Covered General Agreement shall be incorporated into and shall apply to this Ratification Letter as if references in the Covered General Agreement to the Covered General Agreement were references to this Ratification Letter.

2. Appointment; Release

We hereby appoint EFET as our agent for the purpose of administering our ratification of the Appendix and accordingly we waive, and hereby release EFET from, any claims or actions whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Ratification Letter or our ratification of the Appendix. Subject to the Ratification Letter being governed by German law pursuant to clause 1(f), EFET shall also be exempted from the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB) for the purpose of administering our ratification of the Appendix.

3. Representations and Undertakings

As of the Ratification Date, each Ratifying Party represents to the other corresponding Ratifying Party that:

(a) it is duly organised, validly existing and, if relevant under such laws, in good standing under the laws of its jurisdiction of incorporation, or, if it otherwise represents its status in or pursuant to the Covered General Agreement, has such status;

(b) the signing and the entering into by it of this Ratification Letter shall not violate any provision of its constitutional documents;

(c) it has the power and is authorised to execute, deliver and perform its obligations under this Ratification Letter and has taken all necessary action to authorise that execution, delivery and performance, and its execution, delivery and performance of this Ratification Letter does not violate or conflict with any other term or condition of any contract to which it is party or any constitutional document, rules, law or regulation applicable to it;

(d) it has all governmental, regulatory and other authorisations, licenses, approvals and consents necessary for it legally to perform its obligations under this Ratification Letter; and

(e) its entry into this Ratification Letter will not, in and of itself, adversely affect the enforceability, effectiveness or validity of any obligations owed, whether by it or by any third party, under any Credit Support Document in respect of its obligations relating to the Covered General Agreement as amended by this Ratification Letter.

4. Amendments

(a) In ratifying the Appendix, a Ratifying Party may not specify additional provisions, conditions or limitations to the Appendix in its Ratification Letter. Any such added provisions, conditions or limitations shall not be recognised and shall have no legal effect, and such Ratification Letter may not be accepted by EFET.

(b) Each Ratifying Party acknowledges and agrees that ratification of the Appendix is irrevocable.

(c) An amendment, modification or waiver in respect of the matters contemplated by the Appendix will only be effective in respect of a Covered General Agreement if made in accordance with the terms of the Covered General Agreement and then only with effect between the Parties to that Covered General Agreement (and will only be effective to amend or override the provisions set forth in this Ratification Letter if it expressly refers in writing to this paragraph of this Ratification Letter).

5. Contact Details

Our contact details for the purposes of this Ratification Letter are:

Name:	Mima Garland
Company Name:	Goldman Sachs Paris Inc. et Cie
Address:	5 Avenue Kleber, 75116 Paris, France
Telephone:	0207 774 5291
Fax:	-
E-mail:	mima.garland@gs.com

We consent to the disclosure by EFET of the name of the undersigned Ratifying Party and the Ratification Date on the Website. We also consent to the publication by EFET as described herein of a final copy of this Ratification Letter with the printed or typewritten name of each signatory to the Ratification Letter and we confirm that each such signatory has consented to such publication.

Unless expressly set out in this Ratification Letter, this Ratification Letter shall be ratified pursuant to and shall in all respects be subject to the Terms of Use of the EFET Document Ratification System in force from time to time as published on the "EDRS" section of the Website and as may be amended by EFET from time to time.

Yours faithfully

For and on behalf of:

Name:	Pierre Brunet
Title:	Managing Director
Company Name:	Goldman Sachs Paris Inc. et Cie
Signature:	
Date:	December 20th 2022

<u>Schedule</u>

Austrian VTP Appendix (Version 3.0/September 2022)
to the
EFET General Agreement Concerning the Delivery and Acceptance of Natural Gas

Version 3.0/September 2022

EFET

European Federation of Energy Traders

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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.

Version 3.0/September 2022

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 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 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**

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.

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) 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 "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 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:

(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 to 8.4 of the General Agreement as amended by this Austrian VTP Appendix for Austrian VTP Transactions, an additional §8.4 A shall apply as follows:

"4A

(a) For the purposes of §§ 8.1 to 8.4, 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 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."

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:

"**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;

"**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;

"**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, being at the date of publication of this Version of the Austrian VTP Appendix, 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.

<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 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: ________________________

Version 3.0/September 2022

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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) 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 : ____________________________

Version 3.0/September 2022

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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**
[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 :	[ ]
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 : ______________________________

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
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 3.0/September 2022

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
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 3.0/September 2022

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 : _________________________________