

Standard Transportation Contract for MAB on Firm Basis

OCB[®] - Reference: [Reference Number]

entered into by and between

Gas Connect Austria GmbH
Floridotower, Floridsdorfer Hauptstrasse 1
A-1210 Vienna
("Gas Connect Austria")

and

[Company Customer]

[Street] [Number]

[Postcode] [City]

[Country]

("Shipper")

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Annex 1: General Terms and Conditions of Gas Connect Austria GmbH for Cross-Border Transportation

Annex 2: Nomination (including contacts)

Annex 3: Quality and Pressure Specification

Annex 4: Allocation Rules

Annex 5: GMS Application Form

Annex 6: Model Bank Guarantee

Article 1: Object

This standard transportation contract ("Transportation Contract") sets out the terms and conditions that govern Shipper's right to have transported, on firm basis, quantities of natural gas through the MAB-System corresponding to the committed capacity as specified in Article 3.

Article 2: Inlet Point and Outlet Point

The Inlet Point is the Slovakian/Austrian border near Láb, respectively Baumgarten WAG/MAB HD.

The Outlet Point is Baumgarten WAG/MAB MD, respectively the Austrian/Slovakian border.

Article 3: Capacity

Shipper commits to reserve, for a transportation service on firm basis from the Inlet Point to the Outlet Point, a capacity for a hourly flow rate of [Hourly flow rate] m³/h (0°C) during the period starting on [Start Date], 06:00 a.m. and ending on [End Date], 06:00.

Article 4: Payment for Services and Deposit

4.1 Shipper undertakes to pay, for the services to be rendered in accordance with this Transportation Contract and in the period as defined in Article 3, a monthly fee "E_m" in Euro (EUR).

The fee "E_m" is recalculated on 1 May of each year in accordance with the following formula and then rounded to integer digits, the recalculation will be done for the first time on 01.05.2013:

$$E_m = E_o * \left(0.85 + 0.05 * \frac{G_m}{G_0} + 0.10 * \frac{L_m}{L_0} \right)$$

where:

G_m = the value of the Austrian wholesale price index, excluding seasonal effects, as published by "Statistik Austria" in their news bulletin "Statistische Nachrichten" for the month of February in the year "m". G_m shall be rounded to one decimal place;

$G_0 = G_m$ for the month of February of the year 2012, i.e. 110.2 (basis 2010=100);

$L_m =$ arithmetic average of all monthly minimum wages for all wage groups according to the collective agreement "Kollektivvertrag für die ArbeitnehmerInnen in der Mineralölindustrie Österreichs", expressed in EURO per Month for the month of February of the year "m" or according to any other collective labour agreement or legal provision compulsorily substituting or amending the above mentioned "Kollektivvertrag für die ArbeitnehmerInnen in der Mineralölindustrie Österreichs", increased by any other amount and/or benefit granted to all the above mentioned employees under compulsory legal provisions and/or collective labour agreements, rounded to four (4) decimal places;

$L_0 = L_m$ for the month of February of the year 2012, i.e. EUR 3,231.8523.

At the time of signature, "E₀" equals EUR [Monthly fee].-- per month.

During the period as defined in Article 3 the monthly fee "E_m" will be invoiced [amount of invoice months] time(s).

- 4.2 In order to secure its payment obligations under the Transportation Contract and to cover liabilities, if any, resulting from the present contractual relationship, Shipper undertakes to furnish a bank guarantee or make a cash-deposit. In accordance with Article 24 of the *General Terms and Conditions for Cross-Border Transportation*, the amount of the guarantee/cash deposit equals EUR [amount security deposit].--.

If Shipper furnishes a bank guarantee the issuing bank („Guarantor") shall have a minimum rating of BBB- (Triple B minus) pursuant to the standards of the rating agency "Standard & Poor's" or an equivalent minimum rating given by the rating agencies "Moody's" or "Fitch"; otherwise Article 24.5 of the *General Terms and Conditions for Cross-Border Transportation* shall apply.

In contrary to the provisions regarding lead times stated in Article 24.2 and in Article 24.3 of the *General Terms and Conditions for Cross-Border Transportation* Gas Connect Austria shall receive the deposit not later than one (1) working day before the start-up of contractual performance. In case of a bank guarantee the date of receipt, in case of a cash deposit the value date at the account of Gas Connect Austria, shall be applicable; otherwise Article 24.5 of the *General Terms and Conditions for Cross-Border Transportation* shall apply.

- 4.3 The monthly fee "E_m" pursuant to Article 4.1, is exclusive of taxes, duties, and other levies. Gas Connect Austria is entitled to add to the amount to be paid by Shipper all taxes, duties and/or levies imposed on Gas

Connect Austria by a public authority with respect to the provision of the transportation services.

- 4.4 In the cases referred to in Article 6.7 (Maintenance Work) and Article 20 (Force Majeure) of the *General Terms and Conditions for Cross-Border Transportation*, Gas Connect Austria shall have the right to limit the transportation service by limiting the hourly flow rate agreed upon in Article 3 ("Reduction"). In such a case, an hourly flow rate which is smaller than the contractually agreed hourly flow rate is made available over a certain period of time; the Reduction may also result in an hourly flow rate of zero (0).

In case of a Reduction, the monthly fee "E_m" shall be reduced for the duration and by the extent of the reduced transportation service. The applicable reduction of the monthly fee "E_{Km}" will be deducted from the monthly fee "E_m" payable for such month of service.

"E_{Km}" is calculated as follows:

$$E_{Km} = \left(\frac{E_m}{h_m * q} \right) * \left(\sum_{K=1}^{h_K} q_{diffK} * h_K \right)$$

where:

E_{Km} = the reduction of the monthly fee;

E_m = the monthly fee;

h_m = the total number of hours of the month in which the reduction of the transportation service occurs;

q = the contractually agreed hourly flow rate at the Outlet Point;

q_{diffK} = the difference between the contractually agreed hourly flow rate at the Outlet Point and the hourly flow rate made available at the Outlet Point per hour of Reduction;

h_K = the number of hours during which the transportation service is reduced during the month of service.

- 4.5 Shipper and each party to which Shipper transfers natural gas at the Outlet Point are to be informed by Gas Connect Austria of both the Reduction and the resumption in full of the contractual transportation by way of a transportation programme in accordance with **Annex 2**. Reductions as a result of maintenance work, however, are announced in accordance with Article 6.7 (Maintenance Work) of the *General Terms and Conditions for Cross-Border Transportation*.
- 4.6 In the event that Shipper does not, or only to a limited extent, make use of the hourly flow rate as agreed in Article 3, though it has been made available by Gas Connect Austria in full, Shipper shall at any rate be obliged to pay the monthly fee "E_m" agreed in Article 4.1 ("ship-or-pay").

- 4.7 In the event that Shipper, in case of a Reduction as described in Article 4.4, does not, or only to a limited extent, make use of the hourly flow rate as made available by Gas Connect Austria, the calculation of the reduction of the fee per month "E_{Km}" payable shall at any rate be based on the hourly flow rate as made available by Gas Connect Austria.

Article 5: Dispute Settlement

- 5.1 Any dispute arising out of or in connection with this Transportation Contract, including supplementary agreements, if any, shall be finally decided in accordance with the most recent version of the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators nominated in accordance with such Rules.
- 5.2 The court of arbitration shall have its seat in Vienna. The language of arbitration is English.

Article 6: Annexes

The following Annexes constitute an integral part of this Transportation Contract:

- Annex 1:** General Terms and Conditions of Gas Connect Austria GmbH for Cross-Border Transportation (excluding all articles referring to the tariff method pursuant to § 31h GWG, in particular Article 1.4 and Article 11.1)
- Annex 2:** Nomination (including contacts)
- Annex 3:** Quality and Pressure Specification
- Annex 4:** Allocation Rules
- Annex 5:** GMS Application Form
- Annex 6:** Model Bank Guarantee

Shipper has taken note of these Annexes and accepts them herewith.

Article 7: Allocation Rules

- 7.1 Gas Connect Austria's allocation rules shall apply in connection with this Transportation Contract. Shipper has taken note of the allocation rules stipulated in **Annex 4** and accepts them herewith.
- 7.2 At the point of time this Transportation Contract is signed, the allocation rule I.A. in accordance with **Annex 4** to the Transportation Contract shall apply ("Governing Allocation Rule").

- 7.3 In case of contradictions between the Governing Allocation Rule and the Transportation Contract, the terms and conditions of the Transportation Contract shall prevail.
- 7.4 Gas Connect Austria reserves the right to modify the Governing Allocation Rule for technical and/or contractual requirements and/or requirements of the operators of the upstream or downstream pipeline systems. Hence, Gas Connect Austria is entitled to select, without limitation, one of the allocation rules as contained in **Annex 4**. Shipper has no right to object to a new selection, if any, of the allocation rule.
- 7.5 Upon expiration of the Transportation Contract, a closing balance will be drawn up on the basis of the monthly reports.

The closing balance reflects the difference between the natural gas quantities allocated to Shipper at the Inlet Point and the natural gas quantities allocated to Shipper at the Outlet Point in each case according to the Governing Allocation Rule.

In case the closing balance is different from zero (0), the following shall apply:

- If the closing balance is smaller than zero (0), Shipper undertakes to compensate Gas Connect Austria by payment of a sum ("SEZ_{KUB}", expressed in EUR) calculated as follows:

$$SEZ_{KUB} = Gp * |SKUBs| * 1.5$$

where:

Gp is the average natural gas price, expressed in EUR per MJ, provided by Statistik Austria for [the month 5 months before the end of the contract];

SKUBs is the cumulative difference in favour of Gas Connect Austria, expressed in MJ.

- If the cumulative difference is larger than zero (0), Gas Connect Austria shall compensate Shipper by payment of a sum ("SAZ_{KUB}", expressed in EUR) calculated as follows:

$$SAZ_{KUB} = Gp * |SKUBs| * 0.5$$

where:

Gp is the average natural gas price, expressed in EUR per MJ, provided by Statistik Austria for [the month 5 months before the end of the contract];

SKUBs is the cumulative difference in favour of Shipper, expressed in MJ.

Shipper will be informed of the amount of "SEZ_{KUB}" or "SAZ_{KUB}" in kind of a monthly invoice not later than the fifth (5th) working day of

the month following the month in which the agreed transportation service has expired.

In case the invoice features the item "SEZ_{KUB}", Shipper undertakes to pay the relevant invoice amount in EUR, excluding any bank charges, no later than the 15th day of the month following the month in which the transportation service has expired (Due Date) to the account as designated in such invoice. In the event the Due Date is not a banking day in Austria, payment shall be made on the next banking day.

In case the invoice features the item "SAZ_{KUB}", the respective amount will be deducted from the fee due for the last month in which the transportation service was rendered. In case "SAZ_{KUB}" is exceeding the fee due Gas Connect Austria undertakes to pay the balance in EUR, excluding any bank charges, not later than the 25th day after the date on which Shipper has informed Gas Connect Austria in writing of the account to which such payment has to be made. In the event that the date on which Gas Connect Austria is obliged to make payment is not a banking day in Austria, payment shall be made on the next banking day.

Articles 13.3 to 13.5 of the *General Terms and Conditions for Cross-Border Transportation* shall also apply to the procedure of paying this invoice.

Article 8: General Terms and Conditions

- 8.1 The *General Terms and Conditions for Cross-Border Transportation* (www.gasconnect.at) are the general terms and conditions which Gas Connect Austria applies to transportation contracts. These constitute an integral part of the Transportation Contract (excluding all articles referring to the tariff method pursuant to § 31h GWG, in particular Article 1.4 and Article 11.1). Shipper herewith takes notice of, and accepts, the *General Terms and Conditions for Cross-Border Transportation* as published on the Internet at the point of time this Transportation Contract is signed.
- 8.2 In case of contradictions between the Annexes, in particular the *General Terms and Conditions for Cross-Border Transportation*, and the Transportation Contract, the stipulations of the Transportation Contract shall prevail.

Article 9: Miscellaneous

In case Shipper has signed more than one transportation contract on the MAB-System with the same quality (firm/interruptible), the same inlet and outlet point and overlapping transportation periods, shipper shall send for all hourly flow rates resulting from these transportation contracts an **accumulative**

nomination to Gas Connect Austria. Form and procedure of such an accumulative nomination are to be agreed – analogical to a nomination for a single contract – with the dispatching centre of Gas Connect Austria (see Annex 2 to the transportation contract: “Nomination including contacts”).

Hereupon, Gas Connect Austria will provide a consolidated report for all transportation contracts. Upon expiration of a transportation contract, which was nominated in form of an accumulative nomination, a provisional closing balance will be drawn up on the basis of the consolidated report. The closing balance’s surplus or deficiency will be allocated to each expiring contract according to the contractually agreed hourly flow rate (pro rata). In case the closing balance is different from zero (0), Article 7.5 of the transportation contract shall apply.

Shipper is allowed to change from accumulative nomination to individual nomination after consulting the dispatching centre of Gas Connect Austria. As from the time of change, shipper will receive a report for each contract.

Regarding transportation capacities which are based on an accumulative nomination, no retroactive changes in the consolidated report are possible, i.e. an accumulative nomination always results in a consolidated report.

Article 10: Term of Contract

This Transportation Contract shall come into effect upon signing thereof by both contracting parties and shall remain fully effective until [End Date], 06:00 a.m..

This Transportation Contract is set up and signed in two original copies, with each of the contracting parties receiving one original copy.

Vienna, [Date of offer accepted] [City of Customer] [Date of offer accepted]

Gas Connect Austria GmbH [Customer]