

**Capacity Contract
for capacities allocated in the course of the ROHUAT Open Season**

**concluded on the basis
of the Frame Capacity Contract AUC_Frame_[...]**

entered into by and between

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

and

[CUSTOMER COMPANY]
[CUSTOMER ADDRESS]
[CUSTOMER POSTCODE, CITY]
[CUSTOMER COUNTRY]
(„System User“)

Allocation Process: ROHUAT Open Season 2017/2018

Interconnection Point: Mosonmagyaróvár (EIC 21Z000000000003C)

Direction: Entry

Quality: FZK

Contracted period(s) and corresponding Hourly Flow Rate:

Gas year (1 October – 1 Oc- tober)	Hourly Flow Rate
Gas year 2022/2023	[...]
Gas year 2023/2024	[...]
Gas year 2024/2025	[...]

Gas year 2025/2026	[...]
Gas year 2026/2027	[...]
Gas year 2027/2028	[...]
Gas year 2028/2029	[...]
Gas year 2029/2030	[...]
Gas year 2030/2031	[...]
Gas year 2031/2032	[...]
Gas year 2032/2033	[...]
Gas year 2033/2034	[...]
Gas year 2034/2035	[...]
Gas year 2035/2036	[...]
Gas year 2036/2037	[...]

Reserve Price: tariff according to the Austrian Gas System Charges Ordinance (“Gas-Systemnutzungsentgelte-Verordnung”) as amended from time to time

Supplement: [...] EUR/kWh/h/year

Surcharge: [...] EUR/kWh/h/year

Calculation of the monthly fee

Art. 4.3 of the Frame Capacity Contract shall be in its entirety replaced by the following provision:

The System User shall pay for the services to be rendered in accordance with this capacity contract a monthly fee “E_m“ in Euro (EUR) to GCA.

In each of the abovementioned gas years the monthly fee “E_m“ applicable in the relevant gas year is calculated as follows:

$$E_m = \frac{(S_p + S + S_c) * Q}{12}$$

where:

- E_m = the monthly fee to be paid by the System User in Euro (EUR)
- S_p = Reserve Price for the booked capacity and product type converted to ct / kWh / h / year, rounded to 2 decimals
- S = Supplement for the booked capacity and product type converted to ct / kWh / h / year, rounded to 2 decimals
- S_c = Surcharge in addition to the Reserve Price for the booked capacity and product type in ct / kWh / h / year, rounded to 2 decimals
- Q = booked capacity as hourly flow rate over the entire gas year in kWh / h

The Surcharge and the Supplement remain unchanged over the term of the contract.

In case a change of the Gas System Charges Ordinance (“Gas-Systemnutzungs-entgelte-Verordnung”) becomes effective during a gas year the monthly fee “E_m“ for the then remaining months of such gas year shall be calculated on the basis of the then effective Gas System Charges Ordinance.

Using for illustrative purposes the figures applicable 1 May 2017, in particular the Reserve Price according to the current Austrian Gas System Charges Ordinance (“Gas-Systemnutzungsentgelte-Verordnung”) of 0.77 EUR / kWh / h / year, the monthly fee is as shown in the column below.

Gas year (1 October – 1 Oc- tober)	Monthly fee*
	(* calculation for illustrative purposes only; based on figures applicable 1 May 2017)
Gas year 2022/2023	[.....]

Gas year 2023/2024	[...]
Gas year 2024/2025	[...]
Gas year 2025/2026	[...]
Gas year 2026/2027	[...]
Gas year 2027/2028	[...]
Gas year 2028/2029	[...]
Gas year 2029/2030	[...]
Gas year 2030/2031	[...]
Gas year 2031/2032	[...]
Gas year 2032/2033	[...]
Gas year 2033/2034	[...]
Gas year 2034/2035	[...]
Gas year 2035/2036	[...]
Gas year 2036/2037	[...]

Special right of termination of the System User

As contained in the Open Season Rulebook for the ROHUAT Open Season 2017/2018 System User shall have a time limited special right of termination, expiring 1 October 2018 23:59 CET. Such special right of termination shall be deemed exercised timely, if GCA receives a duly signed termination notice concerning this capacity contract by the System User, by 1 October 2018 23:59 CET at the latest.

In case GCA has timely received such termination notice, all obligations of GCA in connection with the making available of capacities under this capacity contract shall be ter-

minated and the corresponding payment obligations of the System User shall with immediate effect be replaced by a one-off payment obligation of the System User ("Termination Fee"). In accordance with the provisions of the Open Season Rulebook the Termination Fee shall amount to EUR [...]. The System User shall be obliged to pay the correlating invoice of GCA no later than fifteen (15) calendar days after invoicing by remitting payment to the account disclosed by GCA in the invoice. If the System User fails to fulfil this obligation, GCA shall in addition to any other remedy available be entitled to draw the corresponding financial security.

Upon receipt of full payment by GCA this capacity contract shall be deemed terminated. However, confidentiality obligations shall not be affected by the termination of this capacity contract.

Special right of termination of GCA

In case one or more other system user(s), who have contracted capacity in the ROHUAT Open Season 2017/2018 for the Interconnection Point Mosonmagyaróvár, timely exercise their special right of termination leading to a negative Economic Test III, the Bid submission window III will be opened. If the results of this Bid Submission Window III result again in a negative Economic Test IV, GCA shall have the right and obligation to terminate this capacity contract latest by 3 December 2018 by sending a duly signed termination notice concerning this capacity contract to the System User.

As a consequence of said termination notice this capacity contract shall be deemed terminated. However, confidentiality obligations shall not be affected by the termination of this capacity contract.

Neither the special right of termination of the System User nor the special right of termination of GCA shall entitle the owner of the right to partially terminate this capacity contract, e.g. for parts of the capacity or a number of years.

Delayed availability of contracted capacity

In case that GCA is not able to provide the firm capacity under this capacity contract at the contractually agreed starting date, GCA will inform the System User without undue delay.

For the avoidance of doubt in such case the System User is released from its obligation to pay the monthly fee under this capacity contract for the time the firm capacity is not made available by GCA. For a timeperiod shorter than a month the System User shall be released *pro rata temporis*.

Miscellaneous

Unless stated otherwise the provisions of the Frame Capacity Contract shall apply.

Only with regard to the registration and the process in which capacity is bindingly allocated in the ROHUAT Open Season 2017/2018 the provisions of the “Gas Transmission Capacity from Romania to Hungary and from Hungary to Austria Rulebook – Binding Open Season Procedure (“Open Season Rulebook”)” shall prevail in case of any inconsistency over provisions contained in this capacity contract.

This capacity contract is set up and signed in two (2) original copies, with each of the contracting parties receiving one (1) original copy.

Vienna, [DATE]

Gas Connect Austria GmbH

[CUSTOMER COMPANY]