

**FRAMEWORK CONTRACT ON USING AND PROVIDING DAILY PEAK PLUS NATURAL GAS  
WITHDRAWAL SERVICE**

concluded by and **between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

court of Reg. and Reg. No.:

hereinafter referred to as **System User**

and

**Hungarian Gas Storage Private Company Limited by Shares**

seat:

1051 Budapest, Széchenyi István tér 7-8.

mailing address:

1399 Budapest, Pf. 645.

account keeping bank:

CITIBANK

bank account No.:

10800007-00000000-13714002 invoicing

address:

1051 Budapest, Széchenyi István tér 7-8.

tax No.:

12543317-2-44

Court of Registration and Reg. No.: Budapest Court as Court of Registration, Cg. 01-10-045043

hereinafter referred to as **MFGT**

or jointly referred to as the **Parties** at the undersigned place and date under the following terms and conditions:

## **I SUBJECT AND DURATION OF FRAMEWORK CONTRACT**

1. The subject matter of this Framework Contract on Using and Providing Daily Peak Plus Natural Gas Withdrawal Service (hereinafter referred to as Framework Contract) is the firm withdrawal of the natural gas owned by the System User from the Hungarian underground gas storage facilities owned and operated by MFGT according to the quantity parameters as per Chapter III. Within Daily Peak Plus Natural Gas Withdrawal service, the System User can purchase additional daily withdrawal capacity at the existing minimum technological ratio in addition to its booked withdrawal capacity. Daily withdrawal peak capacity thus booked facilitates the faster withdrawal of the natural gas injected into the already existing working gas capacity earlier contracted by the System User pursuant to the Natural Gas Storage Contract (hereinafter referred to as master contract). Withdrawal peak capacities booked within Daily Peak Plus Natural Gas Withdrawal service shall be settled separately, and will not be combined with the fees of already existing capacities already booked in the master contract. Booked withdrawal capacities available under the annual master contract and the daily withdrawal capacity can be used together.

2. As per this Framework Contract, the System User can submit its Daily Peak Plus withdrawal peak capacity booking request pursuant to Section III/2, and book capacity if confirmed by MFGT.

Pursuant to this Framework Contract, the System User does not commit itself to actually book any additional daily withdrawal capacity.

Pursuant to this Framework Contract, MFGT shall commit itself to provide additional daily withdrawal capacities only if:

- (i) actually available additional daily withdrawal capacity exists and
- (ii) there are no technical obstacles preventing the provision of additional daily withdrawal capacities and
- (iii) the System User does not have overdue debts of any kind to MFGT.

3. Parties agree that the System User has a natural gas storage master contract and storage capacity booking at the minimum technological ratio for the storage year of 2015-2016, which shall also be the conditions of concluding this Framework Contract.

4. Parties shall contract for using and providing Daily Peak Plus Natural Gas Withdrawal Service (additional daily withdrawal capacity). Pursuant to this Framework Contract, MFGT shall withdraw gas from the natural gas storage facility based on the capacity booking of the System User submitted and confirmed as per Section III/2.

5. The period relevant to this contract shall be from 06:00 hours on \_\_\_\_\_ 2015 until 06:00 hours on \_\_\_\_\_ 201\_, which shall be part of the withdrawal period announced by MFGT.

## II. GENERAL TERMS

1. In issues not regulated by the Contract, the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF), Annex No. 5 of the Code of Business Conduct shall apply.
2. By signing this Contract, the System User shall acknowledge to have fully read and understood the content of ÁSZF herein mentioned – as available on the MFGT web page ([www.magyarfoldgaztarolo.hu](http://www.magyarfoldgaztarolo.hu)) – and considers it to be the part of this Contract, and so agrees to be bound by it. Parties shall deem the content of ÁSZF annexed to the Code of Business Conduct approved by MEKH (HEPURA) to be the same as the usual contracting practice.
3. Special conditions not stipulated in the ÁSZF shall be specified in this Contract.

## III. PROVISION OF STORAGE CAPACITIES

1. The amount of Daily Peak Plus withdrawal peak capacities booked by the System User shall depend on capacity bookings requested by the System User – and confirmed by MFGT.

The System User can nominate its booking request towards MFGT for the relevant gas days also by email.

If the System User's request is confirmed by MFGT, a specific contract on using Daily Peak Plus withdrawal peak capacities is concluded by and between the parties for that given day.

The basis of settlement shall be the amount of capacity confirmed by MFGT.

2. Requests for Daily Peak Plus withdrawal peak capacities shall be submitted and confirmed (conclusion of the specific contract on daily bookings) as per this Section. In order to use Daily Peak Plus withdrawal peak capacities, System User shall submit to MFGT its additional withdrawal capacity request until 16:00 hours on the preceding gas day. Only the contact person(s) specified in the contract shall be entitled to make nominations in connection with the Daily Peak Plus withdrawal peak capacity product. MFGT shall confirm it to the System User until 17:00 hours if the Daily Peak Plus withdrawal peak capacities are available in the required quantity. The specific Contract on Using and Providing Daily Peak Plus Withdrawal Peak Capacity is concluded for the given gas day when MFGT confirms the capacity request.
3. As per this present contract, MFGT shall not be obliged to provide withdrawal capacities exceeding the peak capacities stipulated by Section III.1 of the Framework Contract.

4. Daily Peak Plus withdrawal peak capacities booked by the System User may not be subject to secondary capacity trading, and such transactions will not be recorded on the IT Platform by MFGT.

#### **IV. NATURAL GAS DELIVERY AND ACCEPTANCE, MEASUREMENT, SETTLEMENT**

According to Section 1.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. Natural gas delivery and acceptance, measurement and settlement shall be carried out in line with the annual natural gas storage master contract.

#### **V. OPERATIVE FLOW OF INFORMATION**

1. In the course of its daily activities, MFGT shall cooperate with the transmission system operator to fulfil its obligations towards the System User.
2. Parties ensure that besides the regular contacts specified in this present Contract, they shall notify each other of all incidents which may have an effect on their cooperation, and they facilitate smooth communication via consultation opportunities and proper dataflow.
3. Information and data flow between the Parties shall be governed by the Grid Code and the ÁSZF.

#### **VI. DAILY PEAK PLUS NATURAL GAS WITHDRAWAL SERVICE FEE**

1. The daily fee of the service

additional withdrawal capacity fee:  $\text{HUF } 0.325 + \text{VAT} / \text{kWh} / \text{day}$

The System User shall pay the service fee following the reference month, based on the daily additional withdrawal (peak) capacities booked in total in the given month, which fee shall exclude the volume fees.

2. Following the reference month, MFGT shall issue the invoice based on the additional withdrawal (peak) capacity requests submitted by the System User and confirmed by MFGT. The total sum of volume fees shall be invoiced pursuant to the applicable Tariff Decree, each month upon the actual monthly volume turnover, periodically in line with Section 58, Subsection (1) Act No. CXXVII of 2007 on Value Added Tax (VAT Act),

#### **VII. GOVERNING LAW, SETTLEMENT OF DISPUTES**

As to both the contract and any arising disputes, the rules of the Hungarian law shall apply.

Parties shall agree to settle the disputes relating to the framework contract primarily via amicable negotiation.

Failing such settlement in any disputes arising from or relating to the contract or its breach, termination, validity or interpretation, both parties hereby agree to subject themselves to the exclusive jurisdiction of the Arbitration Court in the Energy (Budapest), provided that the Court of Arbitration proceeds according to its own Rules of Procedure. The number of arbitrators shall be three. The language of procedure shall be Hungarian.

## **VIII. ENTRY INTO FORCE**

This Framework Contract shall be concluded and shall take effect on the day of signature by both parties, and shall be effective for a definite period until 06:00 hours on 01.04.2016.

## **IX. GUARANTEES**

1. By signing this framework contract and in its statement (“Statement”) provided on a separate sheet, the System User shall grant its consent to MFGT to use the guarantee provided by the System User under the annual capacity booking contract between the parties also in case of payment default as per this Framework Contract. The Statement shall be annexed to this Framework Contract.
2. System User shall understand that in case it has overdue payment obligation to MFGT as per this Framework Contract, System User cannot submit any capacity request as per this Framework Contract.

## **X. MISCELLANEOUS PROVISIONS**

1. Contact Persons

### **In issues related to the Contract:**

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT:

Phone:

Fax:

email:

**In issues of daily operative contact:**

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT:           Dispatcher service

Phone:       0036 52 362-574

Fax:           0036 52 558-048

email:       [dispatcher@mfgt.hu](mailto:dispatcher@mfgt.hu)

This present Contract shall be valid together with the attached Annexes, which shall form an inseparable part thereof.

Annexes:

1. Statement

Budapest, \_\_.\_\_.2015

Hungarian Gas Storage Ltd.

System User

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