

Contract on Using Express Services for Several Storage Years

concluded **by and between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

Court of Registration and Reg. No.:

hereinafter referred to as **System User**

and

Hungarian Gas Storage Private Company Limited by Shares

seat: 1138 Budapest, Váci út 144-150.

mailing address: 1399 Budapest, Pf. 645.

account keeping bank: CITIBANK

bank account No.: 10800007-00000000-13714002

invoicing address: 1138 Budapest, Váci út 144-150.

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:

PREAMBLE

On _____ 202_, MFGT published an announcement notice on its website (www.mfgt.hu) on "Using Discount Price Storage Services" (*Express Services*) publicly available under the same conditions to any system user that is subject to Act No. XL of 2008 on natural gas supply (Gas Act) and the related Government Decree

No. 19/2009 (I.30.) on the implementation of Act No. XL. of 2008 on natural gas supply (Implementation Decree) exclusively.

Under the conditions specified in the announcement notice, System Users subject exclusively to the Gas Act and the Implementation Decree become eligible for concluding the “Contract on Using Express Services for Several Storage Years” if in the period between storage years 2022/2023 and 2030/31, regarding minimum 2 storage years, they have working gas capacity booking and the relating injection capacity and withdrawal capacity booking (hereinafter Capacity Booking Contract) of at least 1 000 000 kWh per storage year. System User shall be eligible for concluding the “Contract on Using Express Services for Several Storage Years” regarding storage years for which it has a Capacity Booking Contract.

System User has carried out working gas, injection and withdrawal capacity booking and the related injection, withdrawal capacity booking (working gas, withdrawal and injection capacity bookings hereinafter jointly referred to as Capacity Booking) on 202_ regarding storage years /, / and / in the following structure:

Storage Year	Injection capacity (kWh/day)	Working gas capacity (kWh)	Withdrawal capacity (kWh/day)

With regard to the above, in storage years /, / and /, System User meets the conditions of requesting services (services and fees jointly: “Express Services”) listed in Annex No. 1 and available for the fees set out in Annex No. 1, hence Parties conclude the following contract.

Upon paying HUF 138 000 +VAT, that is one hundred thirty-eight thousand forints + VAT service fee (hereinafter Service Fee), System Users meeting the announcement conditions shall be entitled to a budget limit (hereinafter Budget Limit) of HUF + VAT, that is forints + VAT in total according to table below from the Capacity Booking, which budget limit can be spent on using Express Services in the following structure:

Storage Year	Budget Limit (HUF) + VAT

I SUBJECT AND DURATION OF CONTRACT

1. Subject of the “Contract on Using Express Services for Several Storage Years” (hereinafter referred to as Contract):
 - a) upon paying the fee specified in Section V.1 for kWh working gas capacity booked in total from the capacity booking, System User shall be entitled to a Budget Limit of HUF..... + VAT, that is Hungarian forints + VAT in total to be used for Express

Services, which Budget Limit the System User is entitled to use in storage years .../... and .../... under the conditions herein specified.

b) System User can use the *Express Services* provided by MFGT as per Annex No. 1 under the conditions set forth herein, during the storage years .../... and .../... .

c) method of using Express Services:

i. System User declares what kind of quantity it intends to use from which Express Service

ii. if the capacity amount requested by the System User is available from the Express Service specified by the System User, Parties conclude a contract on the specified Express Service – on the basis of this contract and under the conditions set forth by the contract on the specified Express Service and by the ÁSZF (e.g.: nomination, allocation etc.).

In the event of capacity congestion, MFGT shall satisfy earlier bookings up to the extent of the available capacity quantity.

iii. method of using further quantities:

in case of booking a further amount of at least 1 000 000 kWh working gas capacity and related injection capacity and withdrawal capacity, under conditions identical to those specified herein, by concluding a new Express Contract.

2. The Contract shall be concluded for storage years 20xx/20xx and 20xx/20xx, for a definite period until 1st April 20xx at 06:00 hours. Unless the Budget Limit has already been spent, System User shall be entitled to spend up to 50% of the Budget Limit in the storage year 20xx/20xx following the above contractual period, as specified in Section III.3.

3. Parties shall contract for using and providing Express Services specified in Annex No. 1 for the fees set out in Annex No. 1. The contractual injection cycles start at 06:00 on 1st April of the relevant storage years, and shall end at 06:00 1st October. The contractual withdrawal cycles start at 06:00 1st October of the relevant storage years, and shall end at 06:00 on 1st April. Regarding Express Services, Storage Plus Optional Service and/or Daily Peak Plus Optional Service and/or Intraday Nomination Plus and/or Interruptible Injection and Withdrawal Capacity Optional Service can also be used in these periods.

4. The detailed conditions of using Express Services shall be specified in the contract template – on storage capacity booking – concluded upon application and in the ÁSZF. (Template contracts and the ÁSZF can be accessed on the MFGT website.)

5. Express Services used under this contract cannot be subject to secondary trading.

6. Rights and/or obligations arising from this contract cannot be assigned or transferred unless a prior written consent is granted by MFGT.

II. GENERAL TERMS

1. In issues not regulated by this Contract, the provisions of the template contracts relating to the services (Express Services) used under this contract and the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF), Annex No. 4 of the Code of Business Conduct shall apply.
2. By signing this Contract, 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) – and considers it to be the part of the 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 the Hungarian Energy and Public Utility Regulatory Authority (hereinafter: 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 BUDGET LIMIT AVAILABE TO THE SYSTEM USER

1. For each storage year, the Budget Limit specified in Section V.2 shall be available to the System User to use Express Services. System User can use the Budget Limit pursuant to the conditions herein at its own discretion – depending on the available capacities (Express Services as per Annex No. 1).
2. In relation to the Budget Limit of the “Express Service” bundle, at the end of each storage year in this contract period, System User has a “Take or Pay” (TOP) obligation for 50% of the Budget Limit relating to the relevant year. In the event that System User does not spend 50% of the Budget Limit available for the relevant storage year during that given storage year, the difference between 50% of the Budget Limit per storage year and the spent amount of the Budget Limit per storage year cannot be used after the relevant storage year, will not be refunded by MFGT, and therefore shall be settled as “Take or Pay” TOP obligation.
3. System User shall be entitled to spend up to 50% of the Budget Limit per storage year – if not already spent – in the subsequent storage year, at the fee applicable to storage (non-Express) service offered by MFGT, as per Section VI. The Budget Limit unspent until the end of storage year following the relevant storage year cannot be used after the subsequent storage year.
4. MFGT cannot be obliged to provide any Express Service if the Budget Limit currently available to the System User fails to cover the fee of the requested quantity.

IV. FLOW OF INFORMATION

1. Each month, MFGT shall send a statement to the System User on the Express Services used in the relevant month, on the sum of services purchased against it and on the current balance of the Budget Limit regarding the relevant storage year, for the last day of the calendar month as the reporting date.
2. Throughout the term of this contract, MFGT shall inform the System User using a balance statement format with regard to the extent of the unspent Budget Limit for the reporting dates of 31.03, following the storage years.

3. Parties shall ensure that besides the regular contacts specified in this Contract, they shall notify each other of all incidents which may have an effect on their cooperation, and facilitate smooth communication via consultation opportunities and proper dataflow.
4. Information and data flow between the Parties shall be governed by the Grid Code and the ÁSZF.

V SERVICE FEE, PAYMENT METHOD, MONTHLY SETTLEMENT

1. Throughout the term of this contract, System User shall pay HUF + VAT Service Fee for the Budget Limit total of HUF + VAT.
2. The annual Budget Limit set forth in the Preamble – that is the Service Fee payable in the relevant storage year for using Express Services shall be the following per storage year:

Storage Year	Budget Limit (HUF) + VAT

3. The Service Fee shall be paid per storage year in one instalment until 03.31 preceding the relevant storage year.
4. Prior to each storage year, MFGT shall issue a periodic settlement invoice for the period until the end of the storage year.
5. Throughout the duration of the contract, MFGT shall issue an accounting document on the actual monthly service use, thus specifying the still available budget limit pursuant to Section IV.1 and IV.2 herein.
6. In case of using Daily Peak Plus, Storage Plus, Intraday Nomination Plus and Interruptible Injection and Withdrawal Capacity services, the consideration for such services shall be deducted from the System User's Budget Limit until it is spent in full. System User shall be entitled to use the Express Services as per Annex No. 1 up to the Budget Limit.
7. MFGT undertakes that the scope and the specified unit fees of the Express Services shall not be modified during the term of this contract.

VI SETTLEMENT OF BUDGET LIMIT REMAINING AT THE RELEVANT STORAGE YEAR END

In case of not using 50% of the Budget Limit (Section III.3), Parties shall settle with each other according to the following:

1. Following the relevant storage year, MFGT shall send by email to the System User's contact person as per Section IX herein a balance statement as per Section IV.2 on the HUF value of the Budget Limit unused at the end of the relevant storage year.

2. If based on the balance statement, it can be established that at least 50% of the total Budget Limit for the relevant storage year is not used until the end of that storage year, Section III.2 herein shall take effect in relation to the difference between 50% of the Budget Limit and the Budget Limit used.
3. Concerning maximum 50% of the Budget Limit not affected by TOP as per Section III.2 herein, MFGT shall proceed according to the following:

- a) at the beginning of April following the relevant storage year, it issues a credit invoice on the Budget Limit unused at the end of the gas day 31 March.
- b) Following this, it consolidates the unused Budget Limit with the first debit invoice issued to the System User, and thereafter keeps record of the difference only, as a receivable amount in relation to this first debit invoice.

The amount resulting from the consolidation of the unused Budget Limit and the first debit invoice issued to the System User may only be used for the following services:

- i. for the capacity fee regarding the universal service provision booked by the System User, or
 - ii. for the capacity fee regarding the non-universal service provision booked by the System User, or
 - iii. for volume fee type items resulting from the gas turnover relating to the two above types of bookings, or
 - iv. for any other service offered in the Fee List by MFGT for the period affected by the relevant contract, at the service fee specified in the Fee List.
- c) If the unused Budget Limit specified above cannot be fully credited from the first debit invoice, in case of the subsequent monthly debit invoice or debit invoices, the same procedure shall continue until the unused Budget Limit to be credited is used or the storage year following the termination hereof comes to an end and the unused budget limit is settled as TOP as per Section III.3 herein.

VII GOVERNING LAW, SETTLEMENT OF DISPUTES

The provisions of Hungarian law shall apply to both the contract and any arising disputes.

Parties shall agree to settle the disputes relating to the Natural Gas Storage Contract primarily via amicable negotiation.

Failing such settlement in any disputes arising from or relating to the Natural Gas Storage 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.

VII ENTRY INTO FORCE

This contract enters into force on condition that the Service Fee for the first storage year (.../...) is credited to MFGT's bank account.

IX MISCELLANEOUS PROVISIONS

1. Contact Persons

In issues related to the Contract:

On behalf of MFGT:

Phone: +36

Fax: +36

e-mail:

On behalf of the System User:

Phone: +36

Fax: +36

e-mail:

- This contract was drawn up in 4 copies. In the event of any difference between the Hungarian and the English versions, or dispute over their interpretation, the contract in Hungarian shall prevail.
- This Contract shall be valid together with the attached annexes, which shall form an inseparable part thereof.

In witness whereof, the parties have duly executed this Agreement in full accordance with their will.

Budapest, ___20___

Hungarian Gas Storage Ltd

System User

.....

.....

Annexes:

1. Annex No. 1 – Express Services to be used against the Budget Limit and their fees:

Serial No.	Name	Content	Effect on Budget Limit	Net Price
1	“Only Working Gas” Capacity Booking	Booking is possible up to 73% of the budget limit. Working gas capacity thus booked can be filled or withdrawn by using the withdrawal and injection capacities provided for in the System User’s other contracts, and in the event that MFGT offers Daily Peak Plus capacity for booking on its website, conditions set out in item 4 of this chart shall apply, or if the System User has no available Budget Limit, at the Daily Peak Plus list price. Mandatory deadline for quantity finalization shall be 15 January preceding the relevant storage year.	Reduction	0.0934 HUF/kWh/year
2	Budget Limit Shift	Budget limit that can be shifted to the subsequent storage year, but can be spent only on non-“Express” products.	Maximum 50% of the budget limit can be shifted	-
3	Injection and Withdrawal Capacity Increase	Up to the value of the Budget Limit, Daily Peak Plus firm injection and withdrawal peak capacity service can be used at a fee discount. System User may use discount price injection and withdrawal peak capacities up to 100% of its firm capacities available for the relevant gas day.	Reduction	0.0176 HUF/kWh

4	Backhaul Storage	Up to the value of the Budget Limit, Storage Plus service - facilitating backhaul storage activities in a direction opposite to the injection/withdrawal cycle - can be used at an 88% fee discount.	Reduction	0.039 HUF/kWh
5	Hourly Nomination Modification Beyond Tolerance Range	Up to the value of the Budget Limit, Intra Gas Day Storage Flexibility (Intraday Nomination Plus) service facilitating renomination beyond the tolerance range from the first nomination of the gas day.	Reduction	0.325 HUF/kWh
6	Interruptible Injection and Withdrawal Capacity Service	In the injection and withdrawal period of the relevant storage year, System User uses interruptible injection and withdrawal capacities in an amount equal to the firm injection and withdrawal capacity specified in the contract.	Reduction	0.0176 HUF/kWh
7	Gas Loan Service	In the event that MFGT offers Gas Loan Service, which the System User uses, the fees of the Gas Loan Service can be paid from the budget limit.	Reduction	The price of the gas loan service contract shall apply.