

**AGREEMENT ON THE OPTION RIGHT RELATING TO NATURAL GAS STORAGE CAPACITIES**

**(Test Product)**

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 Limited Company**

seat: 1138 Budapest, Váci út 144-150.

mailing address: 1399 Budapest, Pf. 645.

account-keeping bank: OTP BANK

bank account No.: HU65 1179 4008 2402 7731 0000 0000

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 (HGS)**

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

**PREAMBLE**

On \_\_ \_\_\_\_ 20\_\_, MFGT publicly announced an open auction for every system user under the title of “Booking Available Storage Capacities for Optional Use No. 20/\_\_\_” to obtain an option right to use available storage capacities via open auction (hereinafter referred to as Auction). During the Auction a successful bid was submitted by the System User. MFGT accepted the System User’s bid. Based on the Announcement notice, the following Agreement shall be concluded by the Parties for the period xx.xx.2025 - xx.xx.2026.

**I SUBJECT AND DURATION OF AGREEMENT**

1. System User concluded a Contract on Using and Providing Bundled Seasonal Basic Natural Gas Storage Service (hereinafter referred to as Contract) with MFGT, constituting Annex No. 1 to this Agreement.

Pursuant to the Contract, System User shall be entitled to bring the Contract into force by its unilateral, duly signed statement and by paying the capacity fees as per Section VII of the Contract, as joint conditions, and to use the firm capacities specified in the Contract, in accordance with the provisions of the Contract, during the period from xx.xx.2025 to xx.xx.2026, but no later than xx.xx.2026 (Option Period).

2. System User shall notify MFGT of its request to bring the Contract into force in a duly signed statement. Within five business days following the receipt of the statement, the MFGT shall send to the System User an invoice on the capacity fees (including the pro rata part of the annual capacity fee). The Contract shall enter into force upon the joint fulfilment of the two conditions, on the date when the second condition (crediting the capacity fee to MFGT’s account) is fulfilled.

The fee for the firm capacities related to the successful bid: ...HUF/year (... HUF/month).

3. The amount of the firm capacities related to the successful bid:

storage working gas capacity:	kWh
injection (peak) capacity:	kWh/day
withdrawal (peak) capacity:	kWh/day

4. System Users may use the capacities from the date of entry into force of the Contract until .....
5. The rights under this Agreement shall vest exclusively in the System User. System User understands that it may not assign this Agreement or the Contract during the Option Period.
6. The contract between the parties, which shall enter into force by the System User’s statement, is attached as Annex No. 1 hereto.

## II SERVICE FEE

1. The option fee (service fee) shall be determined on the basis of the successful bid using the following formula:

$$P = P_U * V$$

where

P = option fee (HUF)

$P_U$  = successful bid unit price (HUF/kWh)

V = working gas capacity specified in the successful bid (kWh)

The service fee price does not include the VAT.

2. The service fee shall be invoiced in one lump sum within 5 business days after the signing of this Agreement, with a 15-day payment deadline. Parties agree to settle with each other the service fee arising from herein pursuant to Section 58 of Act No. CXXVII of 2007 on Value Added Tax (VAT Act) for the period contained in the relevant request, in one lump sum.
3. In the event of failure to pay the Service Fee, MFGT shall be entitled to terminate this Agreement with immediate effect.

This Agreement shall be concluded and take effect when signed by both parties.

This Agreement shall be valid with the attached Annex, which shall form an inseparable part hereof.

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

Budapest,

Hungarian Gas Storage Ltd.

System User

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Annexes:

Annex No. 1.: Contract on Using and Providing Bundled Seasonal Basic Natural Gas Storage Service