

CONTRACTOR FRAMEWORK AGREEMENT

in the subject of providing underreaming services for CH well operations

made by and between

Hungarian Gas Storage Ltd

Seat: 1138 Budapest, Váci út 144-150.
Trade Registry No.: 01-10-045043
Tax number: 12543317-2-44
EU VAT Number: HU12543317
Bank account No.: 10800007-00000000-13714002, Citibank
IBAN number: HU02 1080 0007 0000 0000 1371 4002
Mail address: 1399 Budapest, Pf. 645
Invoicing address: Nemzeti Üzleti Szolgáltató Zrt (National Business Services Ltd), 7031 Paks, Pf. 152
Represented by: László Fritsch Chairman of the Board, CEO and Lajos Erdélyi Head of Technical Operation jointly
Contract No.: FGT/3038
SAP No.: 3000011473
as the customer, hereinafter referred to as **Customer**

and

Halliburton Company Germany GmbH Hungarian Branch Office

Seat: 1053 Budapest, Károlyi Mihály utca 12.
Trade Registry No.: 01-17-000401
Tax number: 22248460-2-41
EU VAT Number: HU22248460
Bank account No.: 10800007-44979001-00000000, Citibank
Mail address: 6721 Szeged, Maros utca 1.
Invoicing address: 6721 Szeged, Maros utca 1.
Represented by: Michael Gerard Taylor, manager
as the contractor, hereinafter referred to as **Contractor**

(hereinafter jointly referred to as Parties or separately as Party)

at the undersigned place and date with the following terms and conditions:

Upon signing this Framework Agreement (“Framework Agreement”) by both Parties, Customer and Contractor conclude an agreement on the delivery (“Delivery”) of underreaming services (“Services”) necessary for well operations relating to changing screens of CH wells operated by the Customer as specified in the Framework Agreement.

ANTECEDENTS

Customer initiated a negotiated public procurement procedure with an invitation to participate in the subject of **“Purchasing underreaming services for CH well operations for the Hungarian Gas Storage Ltd - 2018”** pursuant to Act No. CXLIII of 2015 on Public Procurement (hereinafter PPA) and Section 18 of the Gov. Decree No. 307/2015 (X.27.) (hereinafter Gov. Decree) to conclude a framework agreement with one tenderer, where the invitation to participate was published on TED on 07 March 2018 under No. 2018/S 046-101830. Contractor submitted a request to participate and also a tender. Customer announced the results of the public procurement procedure on 11 September 2018, specifying the Contractor as the winner of the public procurement procedure. As the Customer accepted the Contractor’s tender during the public procurement procedure, pursuant to Section 131 (1) of the PPA, upon the signature of the framework agreement (hereinafter: Framework Agreement) by both Parties within the legal time limit, Parties enter into an agreement under the conditions set out in the Framework Agreement. Contracting Parties shall sign the Framework Agreement as a result of the public procurement procedure carried out pursuant to the provisions of the PPA and its implementation decrees, considering that the Framework Agreement is concluded by and between the Customer as the contracting authority and the Contractor as the successful tenderer of the public procurement procedure.

1. CONTRACTOR’S STATEMENT, DOCUMENTS CONSTITUTING THE FRAMEWORK AGREEMENT

- 1.1. By signing this Framework Agreement, Contractor makes a statement on the following :
- a) Contractor have read and understood, and shall accept, comply with and ensure that its subcontractors comply with the conditions set forth in the following documents:
 - Safety requirements of Hungarian Gas Storage Ltd – Technical Safety Rule of Hungarian Gas Storage Ltd (MBSZ);
 - Rules of Hungarian Gas Storage Ltd on supervising subcontractors;
 - Labour Safety Guidelines of Hungarian Gas Storage Ltd (MVSZ);
 - Central Fire prevention Policy of Hungarian Gas Storage Ltd (KTVSZ);
 - b) Contractor shall participate in every previously agreed on-site coordination as requested by the Customer;
 - c) Contractor shall operate its quality management system applicable to the subject of the Framework Agreement throughout the period of performance, and shall renew the validity of certification prior to expiry;

- d) Contractor warrants that it has read the tender (technical) documentation as carefully as may be expected from a specialized company, has gathered detailed information with reasonable professional care on all factors and conditions in relation to the Services, inclusive of the deadlines required for the Services, and local conditions, including the characteristics of the site (“Worksite”) of Services, and the special activity the Customer pursues, which might affect the Services. Contractor declares to have prepared its tender for providing the Services and performing the complete task, thus following the conclusion of the Framework Agreement, it will not raise claims for additional or extra charges invoking the characteristics of equipment, the conditions of their environment, the conditions of the Worksite, plan errors or the quantity or other inadequacies of the technical specification;
- e) Contractor warrants that the type and size of its undertaking meets the requirements of performing the obligations specified in the Framework Agreement without any difficulties, in first class quality and on time, thus it has all the required equipment and duly trained workforce at its disposal to perform the Services.
- f) Contractor shall be liable for any damage or penalty resulting from delayed or defective performance, or from non-performance through its own fault in accordance with provisions of the Framework Agreement.

1.2. The following documents shall form an inseparable part of the Framework Agreement in the following order (irrespective of whether they are physically attached to the Framework Agreement or not):

- a) this Supply Framework Agreement and its Annexes No. 3-7
- b) Call-offs containing specific demands and documents of written consultations (specific contracts);
- c) Customer’s policies and/or regulations specified in this Framework Agreement;
- d) technical specifications (Annex No. 1.)
- e) minutes of contract negotiations;
- f) additional information;
- g) on-site inspection protocols;
- h) table of Contract Fee breakdown, List of Services (Annex No. 2).
- i) Contractor’s technical tender

1.3. The Framework Agreement shall contain every condition within the scope of tender validity during the public procurement procedure, irrespective of whether the condition is referred to in the Framework Agreement.

1.4. During the performance of the Framework Agreement and specific contracts based thereon, Parties expressly exclude the application of the Contractor’s general terms and conditions of contract or any of its sections.

1.5. The Framework Agreement shall be concluded with one tenderer. In applying the Framework Agreement, conclusion of specific contract shall be according to the following, pursuant to Section 105 (1) of the PPA:

1.5.1. Where the Framework Agreement contains every condition and every unit price for the service to be ordered under the Framework Agreement, the specific contract shall be concluded via the Customer's direct purchase order (Call-off) and its confirmation according to the procedure set out in Section 2.1-2.9, pursuant to the first phrase of Section 105(1)b) of the PPA.

1.5.2. Where the Framework Agreement does not contain every condition and/or every unit price for the service to be ordered under the Framework Agreement, the specific contract shall be concluded via the Customer's acceptance of the contractor's offer based on the written consultation requested by the Customer, pursuant to the second phrase of Section 105(1)b) of the PPA. The purpose of the written consultation is to determine the conditions not specified in the Framework Agreement and to have an offer from the Contractor that is identical with or more favourable to the Customer than the terms of the Framework Agreement.

2. OBJECTIVE OF FRAMEWORK AGREEMENT, SCOPE OF SERVICES

2.1 Under the Framework Agreement, Contractor shall be obliged to be available throughout the term of the Framework Agreement and perform the Customer's specific purchase orders submitted via direct purchase orders as per Section 1.5.1 ("Call-off") and the specific contracts concluded as per Section 1.5.2, in line with the requirements specified in detail in Annex No.1, according to the number of pieces and delivery deadlines specified in the specific contracts, and perform the Service(s) specified in detail in Annex No. 1, while Customer shall be obliged to receive the Service and pay the consideration thereof to the Contractor.

2.2 Place of performance: shall be the Customer's site specified in the Call-off: Hajdúszoboszló UGS

2.3 Contractor shall provide the Service for the fee specified in the Framework Agreement and the specific contracts ("Contract Fee"), as per contract, in line with the technical, quality and quantity requirements, in first class quality, according to the instructions received from the Customer or the workover supervisor and on the basis of the Contractor's and/or Customer's operational instructions and plans. The following tasks to be performed by the Contractor shall be part of the Service, without separately naming them or separately charging fees for them: preparing the documents set forth in the technical specifications, obtaining every permit required for performing the service.

2.4 In the case referred to in 1.5.1, Customer requires the provision of Services based on demand, throughout the term of the Framework Agreement continuously via multiple Call-offs conforming to the template attached to this Framework Agreement as Annex No. 3. Call-offs shall be sent at least 15 business prior to the delivery deadline by email by the persons specified by the Customer in Annex No. 5 as representatives authorised to dispatch Call-offs, to the representative of the Contractor specified in Annex No. 5 as authorized to accept Call-offs (in "pdf" format, requesting read-receipt). Call-offs shall contain the following data: Name of Customer, indication of Framework Agreement, its SAP number, requested

Services with the number and technical parameters, value of Call-off calculated from the unit price, place of performance, performance date specified as per the Framework Agreement, also indicating the sender. Where necessary, the construction documentation, plan etc. to be provided by the Customer for performing the Service shall be attached to the Call-off. Customer shall be entitled to unilaterally modify the starting date of Service or the Services specified in the Call-off at any time, which the Contractor shall take account of and confirm in writing. Contractor shall confirm the Call-off within 5 business days from receipt, using the Confirmation template as per Annex No. 3 hereto. Confirmation shall be sent by email by the representative of the Contractor specified in Annex No. 5 as authorized to accept Call-offs, to the person(s) specified by the Customer in Annex No. 5 as representative authorised to dispatch Call-offs (in "pdf" format, requesting read-receipt). Confirmations shall contain the following data: Name of Customer, indication of Framework Agreement, its SAP number, indication of the Call-off, value of the Call-off calculated from the unit price, place of performance, the performance date undertaken as per the Framework Agreement, commitment to performance as per the Framework Agreement, also indicating the sender.

2.5 The specific contract shall be concluded on the basis of the Call-off by the Contractor's confirmation. Contractor may not refuse to perform the Call-off provided it is in line with the terms of the Framework Agreement.

2.6 Contractor shall provide a proper number of staff with appropriate qualifications and practice required on the basis of the Customer's Call-off with all the required equipment and tools for the performance of the work, and with materials if so required, at the site specified by the Customer. Contractor shall arrange the transportation of the staff and equipment required for the performance of the Service. Contractor shall provide special equipment if so required by the Customer. Any activity / equipment not included in the technical specification shall qualify as special service / tool. Contractor shall start the provision of the Service at the start date specified in the Call-off and shall carry out the Service continuously and without interruption during the period required.

2.7 Contractor is not be entitled to deliver a quantity higher or lower than the quantity indicated in the Call-offs. Customer is entitled to refuse the acceptance of any additional quantity, while in the event of performing lower quantity, consequences of the Contractor's breach of contract shall be borne by the Contractor for the total required quantity specified in the Call-off.

2.8 Call-offs and their confirmations shall form an inseparable part of the Framework Agreement. In issues not regulated by the Call-offs, the provisions of the Framework Agreement shall apply. Parties shall mutually and expressly waive their right to question the conclusion and/or content of specific contracts concluded on the basis of Call-off confirmation according to the above. Unless Contractor comments the content of the Call-off within 5 business days from receipt, or if Contractor confirms its content, Parties shall deem the terms of the Call-off accepted and thus the specific contract concluded.

2.9 In the case referred to in 1.5.2, Customer orders the provision of Services based on written consultation. During written consultation, Customer sends by email (in "pdf" format) an invitation notice

signed by its contact person specified in Annex No. 5, containing a detailed budget without prices, and possibly the contract terms deviating from the Framework Agreement, to the Contractor's contact address specified in Annex No. 5. The invitation to written consultation shall contain the following data: Name of Customer, indication of Framework Agreement, its SAP number, indication of the requested Service with the technical content, the requested delivery date (possibly specifying a partial deadline), the duration of tender validity, indication of the sender, along with specifying the special contract terms deviating from the Framework Agreement. The construction documentation, plan etc. to be provided by the Customer for performing the Service shall at all times be attached to the invitation to written consultation. Contractor shall make an offer within 10 (ten) business days from receiving the invitation to written consultation. The offer shall be submitted electronically by email by the representative of the Contractor specified in Annex No. 5 as authorized to accept Call-offs, to the person(s) specified by the Customer in Annex No. 5 as representatives. Contractor is entitled to request the extension of the offer submission deadline on reasonable grounds (e.g.: if new subcontractor must be involved, or new materials or services must be ordered), and Customer is not entitled to refuse the execution of such request. The offer shall contain the following data: Name of Customer, indication of Framework Agreement, its SAP number, indicating the subject of written consultation, the amount of the calculated consideration, the delivery deadline undertaken, possibly a request for further consultations, the terms of delivery, the confirmation of the technical content, also indicating the sender. Following the completion of the written consultation, Parties shall conclude a specific contract with the content negotiated during consultation, according to the template as per Annex No. 6. Specific contract(s) shall form an inseparable part of the Framework Agreement, and in issues not regulated by them, the provisions of the Framework Agreement shall prevail.

2.10 Under the term of this Framework Agreement, the total Contract Fee payable cannot exceed HUF 240 000 000 + VAT, that is two hundred forty million forints + VAT, as a budget limit. Parties agree that the budget limit of the Framework Agreement is deemed to be estimated capacity demand, that is Customer will not commit itself to use the budget limit. None of the content of this section whatsoever shall constitute a precedent for the Contractor to claim cost reimbursement and/or damages for any unused budget limit.

3. TECHNICAL SPECIFICATIONS UNDERLYING THE FRAMEWORK AGREEMENT

Technical specifications accepted by the Parties, Services to be performed by the Contractor are set out in the following documents:

- Documents as per Section 1.2

including every supplementary annex and amendment of which the Contractor was informed during the tender.

4. PRICES

4.1 During the term of the Framework Agreement, consideration shall be a fixed aggregate price calculated using the unit prices as per Annex No. 2, including any and all costs of the Contractor in relation to contractual performance. Unit prices shall remain unchanged throughout the term of the Framework Agreement, Parties agree on the Contract Fees specified in Annex No. 2 of the Framework Agreement, for the contractual, full and complete performance of Services pursuant to the Framework Agreement, which shall be determined following the written consultation in cases as per Section 1.5.2.

4.2 Contract Fees shall be fixed unit prices, the settlement of which shall be based on performing the work set out in the specific contracts. Contract Fee shall contain any and all costs incurred by the Contractor during the provision of the Service, including the fees and costs of preparing the documentation related to the Service, the costs of making the place designated for the activity suitable for carrying out the activity, the costs of travelling and accommodation, excluding the value-added tax and the e-toll. Customer shall pay the e-toll according to the settlement provided by the official electronic tracking system. In case of a continuous Service provided for several days, Customer will not pay any call-out fee, and shall pay the mobilization and demobilization fee once.

4.3 The fixed unit prices denominated in HUF - applicable throughout the duration of the Contract -, the maximum fee of the Service (hereinafter referred to as Service Fee, Contract Fee) shall be contained in Annex No. 2 hereto. Prices specified in Annex No. 2, denominated in EUR, shall be provided in HUF, according to the applicable average exchange rate of MNB (Central Bank of Hungary) at the time of delivery. The date of completed delivery shall be the date of delivery indicated on the Delivery Certificate. Other dates indicated on the documents substantiating delivery shall not qualify as relevant to the date of Delivery. Invoicing and payment currency shall be HUF.

4.4 Contractor shall be entitled to receive payment(s) only for the Service ordered and taken over by the Customer or its representatives as per Annex No. 5. During the provision of the Services, only the materials provided and actually used by the Contractor may be invoiced by the Contractor to the Customer following the certification of delivery. Materials transported to the well site but not used shall be taken back by the Contractor to the Contractor's warehouse.

4.5 In relation to any additional work arising during the performance of Services, Contractor shall not claim the reimbursement of any unforeseeable or additional costs, unless such costs are caused by Customer's fault (or the fault of any third party for which Customer is responsible) or Customer's request. Contractor shall not be entitled to modify the Contract Fee.

4.6 In the Framework Agreement, all prices shall be indicated as net prices, broken down to Services. The value added tax shall be indicated separately from the offer amount, expressed both numerically and as a percentage.

4.7 Unless listed separately in the list of Services, the Contract Fee specified by the Contractor shall at all times contain any and all costs incurred in relation to the performance of the Framework Agreement and the specific contract.

4.8 Contractor shall arrange examinations by experts to determine the quality and quantity of Services performed, and shall bear the costs thereof. If such examinations must be repeated – through no fault of the Customer –, the costs of repeated examinations shall also be borne by the Contractor. In as far as it is established during the examinations that the non-compliance of the Service or the quality deterioration of Goods resulted from improper storage, installation, usage by the Customer or from any other incident following delivery, the costs of expert examinations shall be borne by the Customer.

5. ISSUING INVOICES

5.1 Upon performing the Services set out in the specific contracts, Contractor shall submit to the Customer the document substantiating the relevant performance, the exact name and quantity of the Services delivered and the equipment and materials used (“Field Ticket”), indicating the date and period of performance, and the data relating to the termination of the Service together with its reason, any suspension, accident or any important incident that may have relevance to the performance of the Contract or any audit. Upon the approval of the Customer’s representative, the Field Ticket shall be signed. Contractor shall ensure that the Field Ticket is duly filled in daily. The date of Handover/Takeover shall be date of signing the Field Ticket. Customer will only certify completed work items as delivered, partial performance shall not qualify as delivery. Via its authorised representatives, Customer shall make a statement within 8 business days following the Handover/Takeover of the Services on the acceptance of the performance as per the subject of the specific contract (“Delivery Certificate”). In the event of delivery in several parts, none of the interim Delivery Certificates shall render the whole of the performance accepted. Having received the Delivery Certificate, Contractor shall be entitled to issue an invoice on the amount as per the Contract Fee.

5.2 Invoices shall be issued within 15 (fifteen) calendar days from performance. Contractor shall submit the invoice not later than within two (2) business days from issuance. In the event of a delayed invoice submission, Customer is exempt from paying an interest for default for the period of submission delay. Signing the Certificate of Performance by the Customer shall not be construed as waiving the right to enforce customer claims arising due to the Contractor’s breach of contract.

5.3 Contractor is obliged to issue an invoice to the Customer on each due payment pursuant to Section 55-56 of Act No. CXXVII of 2007 on Value Added Tax (Act on VAT); indicating value added tax separately - if applicable. Customer shall inform the Contractor prior to invoicing any amount by the Contractor in relation to the specific contracts as per the Framework Agreement if the Services ordered by the Customer qualifies as a transaction on which the customer, i.e. the Customer is obliged to pay value added tax pursuant to Section 142 (1) of Act No. CXXVII of 2007 on Value Added Tax. Pursuant to the applicable provisions, if the subject of the specific contract is a purchase order for Services for the purpose of establishing, extending, reconstructing or otherwise changing a real estate – including the demolition of the real estate by pulling it down – and if establishing, extending, reconstructing or otherwise changing the real

estate is subject to the licence of any authority, Customer shall pay value added tax. In relation to this, Contractor and Customer represent to be a taxable entity registered in Hungary pursuant to Act No. CXXVII of 2007 on Value Added Tax, without any legal status exempting them from value added tax payments. In as far as the representation herein does not apply to the Contractor, Contractor shall inform the Customer without delay, failing which Contractor shall be held fully responsible for any related implications.

5.4 Contractor grants its consent to the National Business Services Private Company Limited by Shares managing the invoices of the Customer (seat: 7030 Paks, Gagarin utca 1.; trade registry No.: Cg. 17-10-001241; short name: National Business Services Ltd) to consult this Framework Agreement and the specific contracts concluded on the basis hereof, and access their content. The National Business Services Ltd shall be bound by confidentiality identical to that of the Customer with regard to the data accessed and obtained.

5.5 Contractor shall submit its invoices in 1 copy issued in compliance with the applicable legislation on invoicing and other relating regulations, also attaching the original copy of the Delivery Certificate signed by the Customer to the address of the National Business Services Ltd (Nemzeti Üzleti Szolgáltató, 7031 Paks, Pf. 152.) managing the invoices of the Customer. Simultaneously with the submission of the invoice, Contractor shall also send an electronic copy thereof – with all the required attachments – to the email address szamvitel@mfgt.hu. Magyar Földgáztároló Zrt shall be indicated as the Buyer on the invoice.

5.6 Contractor shall also indicate on the invoice:

- a) SAP number of the Framework Agreement,
- b) SAP number of the specific contract
- c) Customer's purchase order number ("Item number"),
- d) the tax number,
- e) Product and Service Classification System (TESZOR) number or Customs Tariff Heading (VTSZ)
- f) **contract fee in HUF**, the rate and amount of VAT,
- g) the exact technical content,
- h) the Cost center, project ID.

5.7 Receiving the invoice and the attached documents certifying correct performance, at the place specified in the Contract (Customer's invoicing address), Customer shall pay the amount invoiced in full compliance with the Framework Agreement, the specific contract and the prevailing legal requirements, via bank transfer within 30 calendar days from the issuance of the invoice, pursuant to Section 130, Subsection (1) and (6) of the PPA and Section 6:130, Subsection (1) – (2) of Act No. V of 2013 on the Civil Code (hereinafter referred to as Civil Code). Any payment obligation as per the Framework Agreement shall qualify as fulfilled on the day when the bank account of the Party obliged to pay is debited. If the payment deadline is a holiday or a non-business day, the payment deadline shall expire on the following business day pursuant to Section 8:3, Subsection (3) of the Civil Code.

5.8 If the invoice issued by the Contractor fails to contain all the relevant content elements, or if such an invoice fails to fully meet the prevailing legal requirements, Customer, or the National Business Services Ltd managing the invoices of the Customer shall be entitled to reject the invoice without payment – without the legal implications of payment delay. In this case, the invoice shall be properly re-issued and submitted to the invoicing address by the Contractor within 5 (five) business days. Customer, or the National Business Services Ltd managing the invoices of the Customer shall inform the Contractor on rejecting and the reasons for rejecting the invoice, within 10 business days in writing. In the event that the invoice is returned due to the above, Contractor shall not be entitled to demand interest for default on such late payment, and payment deadline shall be calculated after rectification, from the date the customer receives the properly issued invoice.

5.9 By issuing the invoice, Contractor warrants the following:

- a) Service(s) is(are) free of defect, has(have) been delivered as per contract, and are of first class quality,
- b) it has complied and will comply with any and all payment obligations stipulated by law, the Framework Agreement and the specific contract, arising in connection with the Services as per the Framework Agreement and the specific contract;
- c) it has complied with any and all relating legislation, requirements of authorities, standards and regulations during the provision of Services under the Framework Agreement and the specific contract;
- d) Service(s) as per the Framework Agreement and the specific contract is(are) free from liens, claims and encumbrances;
- e) it has invoiced the full Contract Fee under the Framework Agreement and the specific contract to the Customer without any exceptions and will claim no further payments from the Customer under the Framework Agreement or the specific contract (subject to any calculation errors).

5.10 In as far as the Customer defaults on the payment or extended payment deadline, it shall pay an interest for default to the extent of the base rate of the Central Bank as per Section 6.155 of the Civil Code + eight percent for the period of default on the overdue and payable amount, that is from the first day of default until the day of actual payment. Customer shall pay to the Contractor the accumulated interest for default within 15 business days following it receives a written notice from the Contractor. Parties shall calculate the interest for default in proportion to the number of days elapsed in view of a year of 360 days.

5.11 Having regard to Section 136 (1) of the PPA, any cost which is incurred in relation to a company not being in compliance with the stipulations set out in Section 62, Subsection (1) k) ka)-kb) and which may be used for reducing the Contractor's taxable income, may not be paid or charged by the Contractor in relation to performing the Framework Agreement and the specific contracts concluded on the basis thereof. Stipulations of Section 62, Subsection (1) k) ka)-kb) of the PPA applicable at the time of concluding the Framework Agreement are as follows:

ka) which have their fiscal domicile in a country outside the European Union, the European Economic Area or the Organisation for Economic Cooperation and Development or in a non WTO/GPA country or outside the overseas countries and territories specified in Article 198 of the TFEU or in a country which has not signed any agreement with Hungary on avoiding double taxation or which has not signed a bilateral agreement with the European Union concerning public procurement,

kb) companies which are not listed on any official stock exchange, which cannot identify their actual owner pursuant to Article 3(ra)-(rb) or (rc)-(rd) of the Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing,

5.12 In the event of the Customer's termination of the Framework Agreement according to Section 143 of the PPA, Contractor shall be entitled to receive a proportionate contractual payment for the services contractually performed before the end of the Framework Agreement.

6. DEADLINES

6.1. Starting date and delivery deadline

6.1.1. Starting date: date of concluding the Framework Agreement.

6.1.2. Duration of the Framework Agreement: 36 months from the conclusion of the Framework Agreement, that is 27 September 2021.

6.1.3. Delivery deadline in the specific contract:

6.1.3.1. In case of Goods not included in the technical content:

6.1.3.1.1. In case of a written consultation, the delivery/performance deadline set forth in the specific contract concluded on the basis of the written consultation.

6.1.3.2. In case of Service:

6.1.3.2.1. Contractor shall start performance at the date specified in the Call-off – not later than on the day specified for the start of work as calculated from the Call-off confirmation with regard to the period specified for the relevant service in Annex No. 2 – and shall carry out the Service continuously and without interruption during the period required for performance

6.1.3.2.2. In case of a written consultation, it shall start performance on the day specified for the start of work in the specific contract concluded on the basis of the written consultation and shall carry out the Service continuously and without interruption during the period required for performance.

6.1.4. Late delivery shall be considered as a breach of contract and shall be subject to related penalties. In case of services, the penalties specified in Section 7 of the Framework Agreement shall be related to the starting date, i.e. Contractor shall be in delay in the event that any of the events set out in Section 7.1 a) i) and ii) take place.

6.2. Early Delivery

Parties agree that the Contractor is entitled to early delivery only upon prior written approval from the Customer. With regard to the possible date of this, Contractor shall notify the Customer's Workover Supervisor and technical contact person, who is entitled to make statements on approval and upon approval, sets the date for Handover/Takeover.

6.3. In as far as Contractor suspects that it cannot start the provision of the Service at the starting date specified in the specific contract, Contractor shall notify the Customer immediately thereof, specifying the possible period of delay. Contractor shall immediately inform the Customer of any and all circumstances that concern the performance of the Service, and shall use its best endeavours to mitigate the delay.

7. BREACH OF CONTRACT, PENALTY

7.1 In the event that the Contractor is at fault in violating any of its obligations arising from the Framework Agreement or specific contract, Contractor shall be liable to pay penalty pursuant to this section. Customer shall inform the Contractor if such circumstance results in a lapse of interest. Any damage arising from the lapse of interest in excess of the penalty shall be compensated by the Contractor. Contractor shall pay penalty if:

- a) its delivery is delayed;
 - (i) If the delivery deadline or any other deadline for performing contractual obligations expires due to Contractor's fault, Customer shall be entitled to impose penalty upon the Contractor even without proof of loss or damage.
 - (ii) It shall qualify as late delivery if Contractor interrupts the performance of Services to be performed continuously, leaves and clears the Worksite or otherwise stops providing the Services for reasons attributable to Contractor, except if Contractor does so due to a circumstance providing basis for termination as per Section 16.
 - (iii) .
 - (iv) Customer is entitled to request penalty payment even if Customer fails to expressly reserve the right to claim said penalty upon receiving the delayed provision of Service.
 - (v) Above stipulations shall not affect the legal provisions regarding delay, including without limitation the assertion of claims for damages for additional expenses incurred due to late delivery, such as costs for a shutdown at the site or for the subsequent installation of parts supplied.
 - (vi) The payment of penalty specified for delay shall not exempt the Contractor from delivery.

- b) delivery becomes impossible (cancellation); enforcing penalty for the impossibility of delivery (cancellation) excludes the Customer's claim for delivery.

In addition to the penalty, Customer may claim compensation for the damage exceeding the amount of penalty, in accordance with Clause 14 (LIABILITY, LIABILITY INSURANCE, QUALITY INSURANCE). Customer may also claim the compensation for damage resulting from the Contractor's breach of contract if its penalty claim has not been enforced.

7.2 Amount of penalty:

- a) in the event of delay: 1% of the net contract price of the affected part per day from the first day of delay (calculated for each full or partial day), but not exceeding 20% of the amount set out in Section 7.3
- b) in the event of impossibility (cancellation): the amount of penalty payable shall be 25%.

7.3 Basis of penalty:

- a) in the event of delay: the net Contract Fee of the Service affected by delay
- b) in the event of impossibility (cancellation): net total value under the Framework Agreement specified pursuant to Section 2.11 of this Framework Agreement, decreased with the value of performed specific contracts, or in the event of specific contract cancellation, net contract price under the relevant specific contract.

7.4 Penalty becomes payable:

- a) in the event of delay, when the delay ends, or the amount of penalty reaches the maximum limit;
- b) when delivery becomes impossible.

7.5 Customer issues a notice of penalty on the payable amount, which shall be paid by the Contractor within 15 (fifteen) days from issuance. Customer shall also be entitled to claim compensation for the damage exceeding the amount of penalty in case of breach of agreement by the Contractor in accordance with clause 14 (Liability, liability insurance, quality insurance).

8. CUSTOMER'S OBLIGATIONS

8.1 Customer shall be bound by the following obligations:

- a) Securing the place of delivery, provided this place is the Customer's seat or site;
- b) Accepting the Services if contractually delivered by the Contractor to the full ("Handover/Takeover"), participation in the handover/takeover procedure ("Handover/Takeover Procedure");

- c) Performing the quantitative check as soon as possible, and informing the Contractor without delay on the quantity and quality deficiencies detected in connection with the Services;
- d) Paying the contract fee specified in the contract ("Contract Fee") for the Services taken over as a consideration for contractual delivery by the Contractor.

8.2 Provision of plan, approval

Customer shall submit a construction/geotechnical/operational plan to the Contractor if required for the performance of the Service. Prior to the start of the Service, Contractor shall have a written plan approved by the Customer with regard to the performance of the Services. Contractor shall have sole responsibility if Contractor deviates from the approved plan or if Contractor performs any Service based on documents not approved by the Customer. Customer shall perform any and all reporting and supervision obligation imposed on the Customer by law, and shall also perform the otherwise required official duty.

8.3 Workover Supervisor

Workover Supervisor shall be the Customer's representative and Workover Supervisor throughout the duration of performance, who shall directly act towards the Contractor during the execution of the contract, issue instructions and/or approvals required for the fulfilment of requirements as per the Framework Agreement and the specific contracts, in issues not related to the Contract Fee and other payment obligations, and shall take over during the technical handover procedure the work results produced by the Contractor in case of contractual performance. Replacing the Workover Supervisor shall not qualify as Contract amendment. In the event of replacement, Customer shall send a notification to the Contractor on the business day preceding the replacement.

8.4 Customer's obligations during work

8.4.1 Customer shall order and arrange on-site supervision.

8.4.2 Customer shall control the performance of work regarding shutdown, isolation, pipeline depressurization and ensuring accessibility.

8.4.3 Customer shall hand over the Worksite and issue the required work permit. Customer shall provide the required permits and plans.

8.4.4 Customer shall cooperate in performing operation tests.

8.4.5 Customer shall check the documentation of labour and fire prevention basic training with regard to the area.

8.5 Materials provided by Customer

Materials provided by the Customer (gate valves, elements etc.) shall be taken over, loaded, transported to and unloaded at the Worksite by the Customer, and shall be removed from the Worksite by the Customer, unless otherwise agreed by the Parties.

8.6 Customer's role in the Handover/Takeover procedure

Contractor shall submit to the Customer a statement requesting acceptance, i.e. the Field Ticket signed by both parties (the Handover/Takeover Protocol), where Contractor certifies during the Handover/Takeover procedure as per Section 13 to have fully met the contract conditions. However, accepting the performance does not terminate the warranty/guarantee obligations and the liability for damages for the Contractor.

8.7 Right to give instructions

Customer is entitled to check the Contractor's employees and subcontractors during work, and to instruct them with regard to HSE on the Customer's site. In the event that Customer gives impractical or unprofessional instructions, Contractor shall notify the Customer in writing. Contractor shall be responsible for any damage resulting from the lack of such notification. If Customer maintains its instruction in spite of the notification, Contractor may terminate this Framework Agreement or cancel the specific contracts, or may act according to the Customer's instructions at the Customer's risk. Contractor shall refuse to perform the instruction if the performance thereof would result in the violation of law or official resolution, or risks to other people or property.

8.8 Initiation of Modification

Customer is entitled to initiate the modification of the technical content and schedule of the Framework Agreement and the specific contracts via Initiation of Modification, which shall be accepted by the Contractor provided that it does not result in a cost increase for the Contractor. Should such Modification increase the costs, Parties agree on covering the additional costs, and if Customer undertakes to pay such additional costs, Contractor is obliged to accept the modification of the schedule. If such modification results in additional work ("Extra Work"), and thus extend the deadline, Parties shall agree separately on the consideration for the extra work and on the modification of the deadlines.

8.9 Suspension of Services

Customer shall be entitled to instruct the Contractor in writing to suspend the Services or any part thereof for a period deemed necessary by the Customer. On the basis of this, Contractor shall suspend the provision of the relevant Service, however shall continue the provision of Services not affected by such suspension. Throughout the duration of the suspension, Contractor shall duly safeguard the Services to an extent deemed necessary by the Customer. Throughout the duration of the suspension, Customer shall pay the fee items specified in the list of Services, in relation to the suspension, unless suspension became necessary for a reason for which the Contractor is responsible. Customer shall be entitled to instruct the Contractor in writing at any time to continue the Service, in which case Contractor shall resume the provision of Service within a reasonable time from receiving the notification.

8.10 Technical Audit

In the event that there are any doubts on the part of the Customer as to the quality and scope of Services actually performed by the Contractor and it is no longer possible to resolve such doubts by inspections on

site, Contractor shall grant the Customer access to those technical documents that may be required to confirm the scope of the services performed under the Framework Agreement and the specific contracts.

9. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITY

9.1 Planning, obtaining the required permits, documentation obligations

9.1.1 Where Contractor prepares the construction plans, Contractor shall proceed in obtaining all the required permits for the performance of the Framework Agreement and the specific contracts during the official licensing procedure. Contractor undertakes to keep record of the official documentation, permits and operating manuals required for the continuous and smooth operation of the Customer's underground tangible assets handed over to the Contractor, shall keep their content updated, and if required, shall make them available to the Customer or to inspecting authorities, and shall participate in official procedures with the Customer. Legal implications arising from the Contractor's fault will be transferred or passed on by the Customer. Contractor undertakes to initiate without being specifically warned by the Customer the harmonisation of the documentation kept within the Customer's competence following any modification of documentation performed during the Contractor's activity, according to the above, to ensure their timeliness.

9.2 Provision of materials, equipment and other necessities

9.2.1 Contractor shall procure, purchase and transport to the Worksite any and all materials, and equipment required for the performance of the Framework Agreement and the specific contracts for the provision of the Service, unless otherwise specified in this Contract. Risks shall be transferred to the Contractor when the Contractor has taken over the Worksite from the Customer, or if the Worksite is not handed over, when the work permit is issued for the tasks specified in the work permit.

9.2.2 Contractor shall be exclusively responsible for the operation (including but not limited to installation, testing and removal), maintenance, examination, calibration, repair or replacement of the equipment provided by the Contractor. In the event that Contractor provides any equipment that the Framework Agreement and the specific contracts do not specify in detail, such equipment shall be of good quality, furnished with valid certifications, and shall be fit for the purpose specified in the Contract or the Call-off.

9.2.3 Contractor guarantees the compliance and quality of equipment and materials the Contractor provides to carry out the Services. Contractor guarantees that the equipment and materials it provides are ready for use, in good state, free from any defects and can operate continuously, safely and efficiently throughout the duration of this Framework Agreement and the specific contracts, according to the technical specifications. Contractor shall maintain a stock of equipment that facilitate the continuous, efficient and safe provision of Services. Contractor shall ensure that it procures original parts from the

manufacturer or parts from a trader approved by the manufacturer as replacement parts for the equipment. If so required, Contractor shall present the relating certificates to the Customer.

9.2.4 Contractor shall have detailed documentation with regard to any and all equipment used.

9.2.5 Contractor shall use the materials or services provided by the Customer (or by any of the Customer's subcontractors).

9.2.6 Contractor shall keep at the site of work the safety data sheets (Material Safety Data Sheet – MSDS) of any and all chemicals used.

9.2.7 Upon completing the provision of the Service subject to the Call-off, Contractor shall prepare the equipment for removal, have it packaged and removed from the Worksite.

9.3 Contractor's employees, person in charge, and subcontractors

9.3.1 Contractor shall specify to the technical contact person designated by the Customer in the Framework Agreement and the specific contracts the person and their deputy who is entitled to receive instructions on behalf of the Contractor in relation to the performance of work and to be applied at the Worksite, has general competence during the provision of Services and is continuously at the Worksite. The person in charge shall be replaced upon the Customer's substantially justified request. Upon the justified demand of the Customer or the Customer's Workover Supervisor, Contractor shall terminate the employment of the specified employee on the Worksite, and shall ensure that said employee leaves the Customer's area.

9.3.2 During the performance of the Framework Agreement and the specific contracts, Contractor shall ensure that sufficient numbers of duly trained employees or subcontractors are available for the performance of work. Upon the Customer's prior written approval, if so justified, Contractor may also assign sufficiently prepared subcontractors/contributors providing first class quality to perform certain work parts. Contractor understands that if during the performance of the Framework Agreement and the specific contracts it intends to include in the performance of the Framework Agreement and the specific contracts a subcontractor that does not meet the conditions set out in Section 62, Subsection (1) k) ka)-kb) of the PPA, Customer shall be entitled to refuse authorizing the involvement of such subcontractor and consider its acts unauthorized. However, subcontracting does not release the Contractor from its liability for the quality of the Service and for meeting the delivery deadlines, and Contractor shall be liable for any subcontracted work as if performed by itself. Contractor understands that if during the performance of the Framework Agreement and the specific contracts, Contractor employs any subcontractor on the Worksite without having them reported to the Customer, Customer will consider the presence of such subcontractor unauthorized, and may suspend its work with immediate effect, and ban it from the Worksite. In case of involving a subcontractor, the Customer may request in writing – indicating the reason – that the Contractor should replace the subcontractor with another one. Contractor may not refuse this request and

within 10 (ten) days either a new subcontractor shall be involved or the Contractor shall perform the task. Contractor shall be liable for any damage which would not have occurred if it had not been for using the unauthorised subcontractor.

9.3.3 Contractor shall reveal its structure of ownership to the Customer throughout the duration of performing the Framework Agreement and the specific contracts, and notify the Customer without delay of transactions as per Section 143, Subsection (3) of the PPA.

9.3.4 Customer shall not in any circumstances be obliged by the agreement between the Contractor and its subcontractor. In so far as the Contractor partly involves a subcontractor/contributor in any work performed under the Framework Agreement and the specific contracts, Contractor shall include the conditions of this Framework Agreement in the contract concluded with the subcontractor. Foregoing shall not affect the Contractor's rights and obligations towards the Customer. Rules applicable to subcontractors shall also be applicable to the other contributors of the Contractor.

9.3.5 Contractor declares to involve subcontractors according to the following. Subcontractors to be used shall be specified in Annex No. 6 per professional area. Rules applicable to subcontractors shall also be applicable to the other contributors of the Contractor.

9.3.6 In fulfilling its contractual obligations, Contractor may involve subcontractors not specified in the Framework Agreement only on the basis of tender, upon the prior written approval of the Customer, provided the value of the relevant service amounts to at least HUF 2,500,000. Breaking up the service into parts to avoid tendering shall be prohibited. Contractor undertakes to enforce a 30 day payment deadline when contracting with subcontractors. Customer shall be entitled to audit the tendering process of the subcontractors to be used, the report findings on which shall be considered by the Contractor. Customer shall be entitled to refuse to pay consideration for the contractual performance of a contracted subcontractor or to require the return of already made payments where the audit reveals the violation of involvement rules as per this section. Contract concluded with such a subcontractor shall be terminated by the Contractor. Violation of the stipulations of this section shall qualify as a material breach of contract.

9.3.7 Contractor shall obtain and fully comply with the prescriptions of the hot work, vehicle entry and work start permits.

9.3.8 Contractor shall arrange and ensure – where necessary – the conditions of tests and the Handover/Takeover.

9.3.9 Pursuant to Government Decree No. 203/1998 (XII.19.), the Contractor represents that as required for the performance of work, it has a sufficient number of workers having obtained the professional qualifications, practice, examination and licence prescribed by the rule of law, along with the required tools and equipment. Customer shall be entitled to check compliance with this contractor obligation any time in

person or by its authorized representative. Violating the contractor obligations set out in said Government Decree No. 203/1998. (XII.19.) shall constitute a material breach of contract.

9.4 Registries and reports

9.4.1 Contractor shall keep up-to-date registry of and provide reports on every issue relating to the Service. Such records shall be made available to the Customer at any time if so requested by the Customer's representative in order to facilitate the Customer's verification of the Contractor's contractual provision of service. Following the termination of the Framework Agreement and the specific contracts, Contractor shall hand over to the Customer every copy of the maps, reports, forms and data at its disposal, except for one copy of the records required under the given circumstances for the Contractor's registry for accounting and audit reasons, provided Contractor informs the Customer in writing thereof.

9.4.2 Prior to the start of contractual performance, Customer shall hand over the electronic templates required for the Contractor's reports.

9.4.3 Contractor shall prepare and fill in these templates as required.

9.5 Contractor's obligations regarding the Services performed on the worksite

9.6.1 Contractor's obligations regarding on-site work

Any Service provided by the Contractor or any of its subcontractors shall be performed in accordance with the relating rules of law, the decrees and regulations of the respective ministries and authorities, and the applicable standards. Any and all materials and expendable supplies shall meet the applicable safety rules. In order to prevent work accidents, Contractor may only use materials, tools and expendable supplies, and may give instructions or take precautions which are prescribed by the Hungarian legislation as minimum requirement, and which are required by the applicable work safety and labour hygiene standards and regulations, and shall supervise their proper application, including inter alia the following:

- Decrees issued by the relevant authorities and municipalities with regard to the service;
 - Relating water management and environmental rules;
 - Relating waste management rules;
 - Fire prevention and accident prevention regulations applicable to the service;
 - Provisions of the respective mining authorities;
 - Provisions applicable to electric devices operated in hazardous places.

Contractor shall notify the Customer of every incident that it deems to be in contradiction with the relating rules of law or official provisions and regulations. Contractor shall be responsible for any violation of the said rules.

9.6.2 Regulations

In addition to the above, Customer's work safety, fire prevention and accident prevention regulation shall form an inseparable part of this Contract. By signing the Contract, Contractor warrants to have read and understood the herein referenced regulations, and agrees to be bound by them. Contractor may perform its activity only in compliance with these and shall be fully responsible for any damage arising from the violation of work safety, fire prevention and accident prevention rules. Contractor shall comply with the legal provisions applicable to its employees and subcontractors, particularly but not exclusively, the rules on social security.

9.6.3 Licences, operational permits, approvals

Contractor shall obtain at its own expense and under its own responsibility all the permits, operational permits and approvals necessary for delivering its Services, including inter alia those required for the operation, handling and transportation of its equipment and Services, along with stay permits for the Contractor's staff, unless those are expressly provided by the Customer according to the Service content.

9.6.4 Instructions

Contractor's employees and subcontractors may perform work on the site only if they comply with the applicable rules – performing the Service in line with the regulations prescribed by the Customer for the relevant place of work, and shall fulfil the instructions of the Workover Supervisor. Customer shall inform the Contractor on the regulations applicable at site not later than at the start of Service provision. Contractor shall provide to the respective contact person specified by the Customer the name of the person having proper knowledge of the operations to be carried out, the required methods and techniques, the possible hazards and the methods of accident prevention, along with the name of his or her deputy, who are entitled to receive instructions with regard to and applicable at the site. Contractor may not replace the above specified persons without a prior written authorisation from the Customer. Defaulting on this obligation shall qualify as a material breach of contract.

During Service provision, Contractor's employees and subcontractors may enter only those areas of the Customer where the technical coordinator instructs them to for the purpose of performing the Service as per Contract. Prior to the start of Service provision, Contractor shall clarify with the help of the respective Customer any possible open questions relating to the Contract.

During the performance of the Service, Contractor shall take reasonable precautions to protect the environment.

9.6.5 Restoration

Contractor shall properly restore any and all equipment and installed structures it temporarily removed for the performance of the contractual work upon the completion thereof, and shall be responsible for securing the relevant area until it is restored. Contractor shall be responsible for road safety according to the applicable rules when performing the Service.

In as far as Contractor acts in a manner different from above, Customer warns the Customer and Contractor shall accordingly take corrective actions to fulfil the Customer's request. Where corrective action is not taken in time, Customer either suspends the Service until the action is taken, or terminates the Contract or the relevant order.

9.6.6 Disruptions and damage

Any inconvenience, disturbance or damage caused to the Customer and third parties (e.g. other companies, neighbouring owners, Customer's employees) must be reduced to an absolutely necessary and inevitable minimum level. Contractor shall be obliged to indemnify and hold the Customer harmless from and against claims with regard to any damage incurred upon third parties, in accordance with clause 14 (Liability, liability insurance, quality insurance), due to deliveries and Services provided under the Framework Agreement and the specific contracts, provided such damage is through Contractor's fault.

9.6.7 Customer's interests

Contractor shall at all times perform the Service in a manner to protect the Customer's interests, and shall use its best endeavours to prevent any improper or uneconomic use of materials, equipment, facilities or public utilities provided by either party.

9.6.8 Timing

Customer has neither the staff, nor the equipment required for receiving, unloading, assembling, preserving and safeguarding the materials transported to the worksite, therefore Contractor shall be responsible for preparing the site in good time and for the on-site availability of the required staff and equipment prior to the starting date. Contractor shall protect the materials on site at its own expense from e.g.: weather, fire or theft, even after business hours.

9.6.9 Violation of terms

In the event that Contractor fails to comply or fully comply with the terms set out in this Section 9.6, Customer may exercise its termination or cancellation right as per Section 16 of this Framework Agreement.

9.6.10 Legal compliance

Contractor shall comply with the legal provisions applicable to its employees and subcontractors, particularly but not exclusively, the rules on social security.

Contractor shall obtain at its own expense and under its own responsibility all the permits, operational permits and approvals necessary for delivering its services, including inter alia those required for the operation, handling and transportation of its equipment and Services, along with stay permits for the Contractor's staff, unless those are expressly provided by the Customer.

9.6 Reasonable care during work, Worksite maintenance and work order/standards of conduct

9.7.1 Reasonable care

Contractor shall perform its work as per contract, according to the professional, quality and quantity standards, taking reasonable care and attention. Throughout the duration of the specific contracts, Contractor shall repair or restore at its own expense any damage or loss caused by the Contractor to the

whole or part of the Worksite ensuring that upon completion, the facility meets the requirements of the Framework Agreement and the specific contract in every respect.

9.7.2 Worksite maintenance

During the provision of the Service, Contractor shall, as far as reasonable, continuously keep the Worksite clean, have the unnecessary obstacles, waste and debris disposed of, and have any temporary, no longer required facilities continuously removed. Following the completion of Service provision, Contractor shall remove any Contractor's equipment, extra materials, debris and any temporary structures at its own expense.

9.7.3 Work order and standards of conduct During Service provision, Contractor shall observe and have its employees and subcontractors observe the rules and provisions regarding safety, fire prevention, accident prevention, environment, work safety and security. Contractor represents to have in advance read and understood, and shall comply with the safety, fire prevention, work safety and accident prevention regulations applicable on the Customer's site.

- a) Contractor shall be responsible for any damage caused by violation of the regulations.
- b) During the performance of the Contract, Contractor shall employ a work safety representative.
- c) Contractor understands that in the area of the storage site, Service may only be provided in coordination with the Customer's technical contact person.

9.7.4 Having regard to the hazard classification of the facilities, any work to be performed on CH systems shall be carried out in line with the relating safety and mining authority regulations. Accordingly, employees (both physical and technical) operating within the safety zone shall have, in line with the specialised work, a valid mining authority, mechanical, electrical, instrumental examination, and fire prevention examination valid for job titles and occupations listed in the BM Decree No. 45/2011 (XII.7.), and medical eligibility certificate. Requirements specified in this section shall be applicable to subcontractors, however Contractor shall be responsible for the implementation of such requirements.

9.7 Contractor's general obligations

9.8.1 Contractor shall perform pursuant to the Framework Agreement and the specific contracts.

9.8.2 Contractor shall coordinate the handling of the Equipment, any and all operations performed therewith, and the handling of materials provided by the Customer. Contractor shall provide support to contractors used by the Contractor for the provision of service subject to this Framework Agreement and the specific contracts.

9.8.3 Contractor's tasks include performing any and all Services ordered by the Customer and continuously providing any and all materials in first class quality, in the required quantity.

9.8.4 During the performance of the Contract, Contractor shall provide and ensure the proper use of protective clothing and equipment required for work.

9.8.5 Contractor's employees and subcontractors shall perform their work according to the rules applicable to the Worksite, and regarding these rules, they shall work in compliance with the regulations issued by the Customer for the relevant place of work, also performing the instructions received from the contact person(s) specified in the Contract by the Customer. Customer shall inform the Contractor on the rules applicable at the Worksite not later than at the start of Service provision.

9.8.6 During work, Contractor's employees and subcontractors may enter only those areas of the Customer to which they are directed by the Customer's technical contact person/Workover Supervisor for the purpose of performing the Service as per Contract.

9.8.7 Contractor may only start work after having obtained all the permits and information provided by the Customer, having taken over the Worksite or received the work permit.

9.8.8 Prior to the start of Service provision, Contractor shall clarify with the Customer's technical contact person any and all open issues relating to the Contract.

9.8.9 To issue invoices on the Service, Contractor may only use registration sheets ("Field Ticket") and other forms issued and approved by the Customer.

9.8.10 Contractor shall ensure that the Field Tickets are duly filled in on a daily basis for every employee working at the workplace, and submitted to the Customer's technical contact person for verification and approval. A copy of each Field Ticket shall be submitted to the Customer's technical contact person.

9.8.11 Any work performed beyond the ordinary working time (overtime, national and other holidays, Sundays, night work etc.) may be settled at a special hourly fee if such special fee was agreed by the Parties in the Framework Agreement or the special contracts in writing and if prior to performing the work, an agreement was reached in writing with the Customer's technical contact person on such Work to be performed by the Contractor beyond ordinary working hours, and if it was subsequently approved and confirmed in writing by the Customer's technical contact person. Except in case of overtime work approved in writing in advance, Contractor shall not be entitled to receive subsequent approval for any work performed beyond the ordinary working time.

9.8.12 Contractor shall ensure compliance with the legal provisions applicable to its employees and subcontractors, hence – particularly but not exclusively – the rules on social security.

9.8.13 Contractor shall classify the parts removed during repair and maintenance work, and if such are not repairable, informs the Customer's representative. Contractor undertakes to provide residential, social and

smoking shelter containers for its workers if Contractor assembles a larger number of workers for prolonged work at the Worksite.

10. EXAMINATIONS AND CHECKS

10.1 Customer is entitled to perform checks during the Service or inspect the materials and parts used during Service, and to examine or arrange the examination of any and all materials and Services, including inter alia checking, examining or refusing the consignments of the Contractor, subcontractors and suppliers.

10.2 If so requested by the Customer, Contractor shall properly certify that the equipment and tools used comply with the technical specifications of the Contract. Service provided by the Contractor in relation to the above shall qualify as secondary service, which the Contractor shall carry out without extra charges.

10.3 Customer shall be informed in good time with regard to the examinations scheduled by the Contractor. Customer reserves the right to participate in such examinations. Contractor shall be liable for the costs related to the participation of the Customer's employees if any of the examinations or checks must be repeated due to the deficiencies of contractual Services.

10.4 Examinations and checks as per this Section 10 shall have no effect whatsoever on the warranty and guarantee obligations of or on the delivery deadlines assumed by the Contractor.

If based on tests and examinations it is obvious that Contractor cannot complete delivery as per contract in time or in the agreed quality, Customer shall be entitled to cancel the Framework Agreement or specific contract without any detrimental legal implications on the Customer or if the circumstances cannot be restored in kind to their conditions prior to the conclusion of the Framework Agreement or specific contract, terminate the Framework Agreement or the specific contract and demand damages if the Contractor is at fault in the delay. Contractor shall specify the reason for cancellation or termination in its termination notice.

11. TEST OPERATION

As requested by the Customer, prior to the final examination, via the service specified in the Framework Agreement or the specific contract, Contractor shall participate in the comprehensive test operation carried out by the Customer for the purpose of checking if delivery fully meets the stipulations of the Framework Agreement or the specific contract, i.e. the operation of equipment produces the values set forth in the Framework Agreement or specific contract, and it is problem free. Contractor shall provide the required staff and equipment for the above test operation at its own expense. Results shall be recorded in a test protocol ("Test Protocol"). Parties shall agree on the conditions of test operation during the conclusion of the specific contract.

12. COMPLETION AND FINAL HANDOVER/TAKEOVER

12.1 Having the Services performed according to the service specifications accepted pursuant to the specific contract, having the defects exposed during tests as per Section 10 remedied, and having the complete documentation as per Section 13.1.2 submitted to and verified by the Customer, Handover/Takeover shall be carried out in the presence of the authorised representatives of the Contractor and the Customer. Final Handover/Takeover shall be carried out on condition that no major problems were found during the final examinations and tests, and if approvals and binding permits (e.g. inter alia: installation permit, operational permit) issued by the relevant authorities in relation to the completed work have been obtained.

12.2 Handover/takeover tests of the Contractor's partial deliveries shall only be carried out if the concerned parts are to be covered or built in when work is continued, thus making their handover/takeover test and the exposure of potential problems either impossible or unreasonably costly.

12.3 Parties shall jointly check the quality, quantity and sizes during the Final Handover/Takeover. Any deviation from the Framework Agreement or the specific contract or from the original plans and installation drawings, any weight or size which is to be invoiced but impossible to check later on site shall be indicated on the plans or scale drawings with due drafts, and shall be signed both by the Customer and the Contractor. If the above checks are not performed and deviations are not recorded on the plans and scale drawings, due to Contractor's fault, any subsequent reopening, disassembling and/or dismantling and any subsequent checks shall be carried out at the Contractor's expense.

12.4 A technical delivery certification protocol shall be taken on the results of the Handover/Takeover and signed by both Parties. Exposed problems shall be remedied and outstanding or incomplete Services shall be performed within a reasonable, specified deadline. Customer shall be entitled to retain payments for defective or unperformed parts of the Goods/ Services – without the legal implications of delayed payment – until Goods are delivered in the quantity and quality specified in the Framework Agreement or specific contract, defects are remedied and/or outstanding Services are performed.

12.5 If the results of the Handover/Takeover indicate that the operation of the Goods meets the values prescribed in the Framework Agreement or specific contract, Customer shall sign the Final Handover/Takeover Protocol. The guarantee and warranty period shall commence as of the above date with regard to the Goods and Services. If during the Final Handover/Takeover, major defects are exposed, the Final Technical Handover/Takeover Protocol will not signed by the Customer, and a date for a repeated Final Handover/Takeover shall be agreed, until which all the defects must be remedied.

13. TAKEOVER PROCEDURES

13.1 Handover/Takeover procedure

13.1.1 Handover/Takeover means that the Services ordered in the Call-off has been fully performed by the Contractor, in accordance with the Framework Agreement and the specific contracts. Customer acknowledges the proper performance of the Framework Agreement and the specific contract by signing the Handover/Takeover Protocol. Handover/Takeover shall take place only if the Customer is present. Customer shall carry out the quantity and quality check upon the Handover/Takeover of the Goods and Services. Customer will not examine the qualities of Service and Goods which are certified or warranted by the Contractor (e.g.: manufacturer's certificates), and claims related to such defects are to be enforced pursuant to the contract and legal conditions.

The costs of tests repeated due to non-contractual performance shall be borne by the Contractor.

13.1.2 Customer verifies Handover/Takeover only if Contractor hands over:

- (i) the Handover/Takeover Protocol (Field Ticket),
- (ii) documentation related to the Service, electronically and in hard copy,
- (iii) Contractor shall restore the Worksite or the sites used by the Contractor (and its subcontractors), performing due documentation thereof.
- (iv) Other documents generated during Delivery

The submission of the above documents shall also be a condition to paying the invoice.

13.1.3 Further conditions of the Handover/Takeover:

- (i) delivered Services are of first class quality; and meet
- (ii) the Framework Agreement or the specific contract, the Technical Specifications;
- (iii) the standards and relating regulations; and
- (iv) the instructions of the Customer and the Workover Supervisor.

13.1.4 Deficiencies/defects that do not affect serviceability/intended use shall be recovered/remedied or eliminated by the Contractor within 15 days from Handover/Takeover at the latest. Should the Contractor fail to recover/remedy or control such defects, Customer may deduct from the Contractor's final invoice an amount required for eliminating such problems.

A successful Final Handover/Takeover also means the start of a guarantee or warranty period for the product and service under the relevant specific contract.

14. LIABILITY, LIABILITY INSURANCE, QUALITY INSURANCE

14.1 Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in cases of willful misconduct, gross negligence, criminal offences the Parties shall be fully liable in accordance with the general provisions of the Hungarian Civil Code.

14.1.1. Contractor shall assume responsibility for and shall indemnify Client for injury or death of Contractor's personnel and loss or damage of Contractor's property (whether owned, operated or hired), and Customer shall assume responsibility for and shall indemnify Contractor for any claims, costs, losses and liabilities for injury or death of Customer's personnel and loss or damage of Clients's property (whether owned, operated or hired).

14.2 Notwithstanding any provision of these terms and conditions to the contrary, but except for provisions of Article 14.1, Customer shall indemnify Contractor Group from and against any and all claims relating to or arising from:

- (a) any blowout, fire, explosion, or loss of well control, and all costs associated with any of the foregoing events, including (i) the cost of regaining control of a well, (ii) damages caused to a rig, a platform, a vessel, a pipeline, any subsea structure, or any other oil and gas infrastructure item, (iii) any downtime or remediation/recovery time, (iv) any costs of clean up or remediation with respect to any contamination or pollution, and/or (v) the costs of removing debris or wreckage;
- (b) loss or damage to any reservoir, formation, well, or hole and/or any other subsurface and subsea loss or damage, and/or the cost of re-drilling a well or fishing; and
- (c) any loss, damage, injury and/ or death suffered or sustained by any third party or any member of Contractor Group resulting from any of the events described in subsections (a) or (b) above, including loss of, or damage to, oil or gas production facilities, pipelines, flow lines, subsea structures, or any other third party property, installations, rigs, platforms or vessels.
even if due in whole or in part to any fault, breach of contract or statute, or negligence of Contractor or its subcontractors.

14.3 Except as stated under clause 14.2 above, Contractor shall assume all responsibility for and shall indemnify Customer Group from and against all claims relating to pollution or contamination which originates from Contractor's tools above the surface of the earth or water as a result of Contractor's sole negligence, including costs of clean up or remediation associated therewith.

14.4 Customer shall assume all responsibility for and shall indemnify Contractor Group from and against all other claims relating to pollution or contamination, including pollution or contamination (i) from naturally occurring radioactive material; or (ii) which originates above or below the surface of the earth or water, including pollution resulting from blowout, fire, cratering, seepage, leak, rupture or any other uncontrolled flow of oil, gas, or other substance.

14.5 Notwithstanding any other provision to the contrary, neither Party shall be liable for the indirect, consequential, special, punitive or economic losses or damages suffered by the other Party, its parent, subsidiaries, and affiliated companies, and its and their subcontractors, vendors, officers, directors, employees and agents including but not limited to, loss of profit, loss of revenue, exclusion, loss of use, vessel downtime, loss of production, increased cost of working, loss of contract or business interruption regardless of cause and even if caused or contributed to by the negligence, fault, or breach of contract or statute of Seller (including, for the avoidance of doubt, any delay in the delivery of the Goods or arising out

of any guarantee or breach of guarantee claim) and whether or not foreseeable and each Party hereby waives liability against the other Party in this regard.

14.6 Notwithstanding anything to the contrary contained in the Framework Agreement, subsequent Contract or a Call-Off, but except as otherwise specified in this Article 14, in no event shall Contractor's liability associated with defective Goods or Services, including in the event of suspension or termination, shall exceed cost such Goods or Services deemed defective.

14.7 Notwithstanding any other provision in this Agreement to the contrary, neither Party shall be liable to the other Party for the indirect, consequential, special, punitive or economic losses or damages suffered, including but not limited to, loss of profit, loss of revenue, exclusion, loss of use, increased cost of working, loss of contract or business interruption regardless of the cause.

14.8 Notwithstanding Clause 14.1.1, Customer shall be responsible and liable for loss of or damage to Contractor's or its subcontractor's equipment, tools and instruments

(a) which are lost or damaged in the well,

(b) which are lost or damaged due to abrasion or corrosion caused by well effluents,

(c) which are lost or damaged while in the care, custody and control of Company and/or its other contractors (excluding Contractor) and subcontractors,

Unless any such loss or damage is caused by Contractor's sole negligence. Notwithstanding any of the foregoing, any other damage due to the wear and tear of normal operations will be at Contractor's risk.

In the event of loss of damage to Contractor's or its subcontractor's equipment, tools and instruments under as specified above, Customer shall pay Contractor either (i) the repair cost of such equipment, or the full landed FOB (INCOTERMS 2010) work site replacement value, whichever is lesser, or (ii) if otherwise specified in any Schedule of this Framework Agreement, subsequent Contract or a Call-Off in accordance with the cost of lost in hole equipment (lost in hole charges) specified herein.

14.9 In case it is necessary for Customer to fish for any of Contractor's or its subcontractors' instruments or equipment, Customer assumes the entire responsibility for such operations; however, Contractor will, if so desired by Customer and without any responsibility or liability on Contractor's part, render assistance in an advisory capacity for the recovery of such equipment and/or instruments.

For the purpose of this clause 14, "**Contractor Group**" means and includes, individually or in any combination, Contractor and its affiliates and each of their respective officers, directors, employees, contractors, subcontractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns. "**Customer Group**" means and includes, individually or in any combination, the Customer and each of its affiliates, clients, and their respective officers, directors, employees, contractors (except for members of Contractor Group), subcontractors, consultants, vendors, agents, representatives, invitees, licensees, successors and/or assigns.

14.10 Quality insurance

Not applicable.

14.11 Liability insurance

14.11.1 Contractor shall conclude at its own expense a general third party liability insurance contract as per the Framework Agreement to cover its risks under the contract. The insurance sum shall be at least HUF 40 million for personal injury, property damage and/or financial loss per incident.

14.11.2 Coverage under the insurance contracts shall commence until conclusion of the Framework Agreement shall remain in force until the end of the warranty period. Contractor shall submit to the Customer evidence of said insurance contract and the above conditions thereof, and a copy of such policy shall form Annex No. 8 hereto. This insurance contract may not be terminated or restricted without prior permission from the Customer unless coverage is no longer required under this provision. If damage payments resulting from the Contractor's other contracts reach the annual limit set forth in the insurance contract prior to the end of the warranty period, Contractor undertakes to conclude a new insurance contract in line with the above specified conditions.

15. SPECIAL OBLIGATIONS OF THE PARTIES TO COOPERATE IN WORK SAFETY

15.1. Contractor may only start onsite work on a given Worksite if safe work conditions not compromising health are established in every aspect - regarding personal, material and environmental factors -, and after obtaining the necessary information, orientation and professional supervision where necessary.

15.2. Customer shall provide a free-of-charge on-site work safety orientation for the Contractor's employees, the accomplishment of which shall be registered in the orientation log, it being the precondition of any kind of on-site work.

15.3. Contractor may perform work only if the Customer's duly authorized representatives as per the Framework Agreement or the specific contracts have handed over the Worksite. The handover and takeover of the Worksite shall be performed in a protocol or in the Work Log documented according to the Customer's relating regulation.

15.4. At workplaces where employees of various employers are working simultaneously, that is several separate Contractors participate in the work, Customer shall harmonize the work of Contractors from a work safety point of view, so that it does not impose any hazard to people working within or in the vicinity of the working area.

15.5. Contractor shall inform the concerned employees about the sources of hazard and the related methods of prevention, along with the conditions of safe work conditions which do not compromise health - for both the whole workplace and the particular work processes. Contractor shall determine and agree with the Customer on the personal protective equipment providing protection against hazards, which shall be provided to the employees and required to be used.

15.6. Contractor shall provide the personal and material conditions for first aid at the site of construction.

15.7. Contractor shall fully comply and ensure full compliance with the stipulations of statutory provisions, regulations and standards relating to the performance of work, work processes, workplaces, technologies and personal protective equipment during work.

15.8. At the Worksite, Contractor may keep and operate work equipment only if they have a general quality certification and conformity certificate.

15.9. Contractor understands that if the employees, subcontractors or the employed parties of the Contractor have a work accident through fault of the employees, subcontractors or the employed parties of the Contractor, Customer shall have no liability for damages to the employees or to any third party. If Customer is required to provide compensation in such a case, the full amount shall be refunded by the Contractor to the Customer.

15.10. Contractor shall ensure that only those employees and subcontractors enter the Worksite that have attended the prescribed orientation on work safety, fire-protection and accident prevention.

16. WARRANTY AND GUARANTEE

16.1. Contractor shall assume full warranty and guarantee for the Services provided. As part of the guarantee and warranty, if Contractor receives a notification from the Customer on any defective delivery, Contractor shall immediately correct, re-deliver the Services performed under the Framework Agreement. In case of defective Services, Contractor shall be obliged to remedy the Service defects within a reasonable deadline as set by the Customer and at its own costs (Contractor's subsequent performance). The warranty / guarantee period shall start from the day of Final Handover/Takeover with regard to the technical content as per the specific contracts. The foregoing remedies of repair, replacement and re-performance shall be the sole and exclusive obligations and responsibilities of Contractor (and the sole and exclusive remedies of Customer) with respect to related Services not conforming to the warranties specified herein.

16.2. The warranty period undertaken by the Contractor for any Services delivered pursuant to the Framework Agreement and the specific contracts shall be no longer than Final Takeover.

16.3. If Contractor refuses subsequent performance or if the Contractor's first attempt to perform subsequently fails, or if Contractor fails to meet its subsequent performance obligations for any other reasons within the reasonable deadline specified by the Customer, Customer shall be entitled – at its own choice – to cancel the Framework Agreement and the specific contracts, or to terminate the Framework Agreement or the specific contract by extraordinary notice if the circumstances cannot be restored in kind to their conditions prior to the conclusion of contract, or to demand price discount, or to remedy the given defect at the Contractor's expense, and shall be entitled to set off the cost of these from the Contract Fee, or to demand a reasonable amount of advance payment from the Contractor for such measures. In addition to the above, Customer shall be entitled to demand from the Contractor a refund for the costs and damage arising from the Contractor's breach of contract. Parties shall expressly understand that Customer is not obliged to ask for a subsequent performance from the Contractor or to grant an extended deadline for such performance. In case of subsequent performance by the Contractor, the warranty / guarantee period under the Framework Agreement and the specific contracts shall be automatically extended with the period from the date the problem was reported by the Customer until the defective Goods / part was successfully repaired or replaced and/or until the acceptance of the successful re-provision of defective Services. The above stipulations shall apply mutatis mutandis to any and all repaired or replaced defective Goods and/or to Services re-provided by the Contractor under the Framework Agreement and the specific contracts. The provisions of this section shall not affect the assertion of other guarantee or warranty rights provided to the Customer by relating law.

17. SCOPE, TERMINATION AND AMENDMENT OF THE FRAMEWORK AGREEMENT

17.1 Scope of Framework Agreement

Framework Agreement shall take effect upon its signature by both Parties, and shall be in force until 27 September 2021.

17.2 Cases of terminating the Framework Agreement

17.2.1. Customer shall be entitled to terminate the Framework Agreement or the specific contract with immediate effect, without compensating the costs or damage incurred at the Contractor in relation to the termination, by a written notice to the Contractor, indicating the reason or reasons for termination, if any of the cases specified in this Framework Agreement or if in any of the following cases occur:

- a) penalty reaches its maximum limit for the relevant specific contract, or
- b) Contractor commits a material breach of contract, or
- c) Contractor violates its confidentiality obligation under the Framework Agreement, or
- d) Contractor damages the Customer's reputation and business integrity by its statement or behaviour or other conduct, or
- e) if it becomes obvious prior to the delivery deadline under the specific contract that Contractor can perform its duties only with such a significant delay that is not anymore in the interests of the Customer, or

- f) if Contractor is in delay and refuses to undertake an extended deadline in spite of the Customer's warning, or
- g) if the extended deadline expires unsuccessfully, or
- h) if the Contractor defaults on the delivery deadline set forth in the specific contract and further delivery is not any more in the Customer's interest, or
- i) a binding winding-up or liquidation procedure was ordered against the Contractor.
- j) the conditions pursuant to Section 143 (2) of the PPA exist.

17.3 Customer shall terminate this Framework Agreement with immediate effect or with a deadline that facilitates the performance of its task affected by the Framework Agreement, without the liability to pay damages if

- a) over 25% share is obtained directly or indirectly in the Contractor by a legal person or a business organisation without legal personality not satisfying the conditions set out in Section 56, Subsection (1) k) of the PPA.
- b) Contractor obtains directly or indirectly over 25% share in a legal person or a business organisation without legal personality not satisfying the conditions set out in Section 56, Subsection (1) k) of the PPA.

17.4 In addition to the above, having regard to Section 143 (1) of the PPA, Customer may terminate this Framework Agreement with immediate effect or with a deadline that facilitates the performance of its task affected by the Framework Agreement, without the liability to pay damages if

- a) a material amendment of the framework agreement is inevitably required, for which a new public procurement procedure shall be carried out according to Section 141 of the PPA,
- b) Contractor fails to ensure compliance with Section 138 of the PPA or if a valid legal succession of the Contractor violates the stipulations of Section 139 of the PPA;
- c) based on Article 258 of the TFEU, an action for failure to fulfil obligations was initiated for the violation of the procurement rules, or the Court of Justice of the European Union found in an action initiated on the basis of Article 258 of the TFEU that there has been a failure to fulfil obligation under European Union law, and due to the legal violation found by the court, the Contract is not void.

17.5 In addition to the above, pursuant to Section 6:249 (1) of the Civil Code, Customer shall be entitled to cancel the relevant specific contract or as an option, the Framework Agreement, or in the event or partial delivery, cancel the specific contracts or the Framework Agreement for the not yet offered parts, in which case, however, Parties shall settle with each other the demonstrated costs incurred until the day of effective termination. In the event of termination or cancellation as per this section, cancelled profit may not be enforced.

17.6 If the Customer's cancellation or termination is due to a reason attributable to the Contractor, Customer shall be entitled to enforce its cancellation or termination right without any further legal implications or liability to settle with the Contractor – indicating the reason –, in which case Customer shall

reserve the right to enforce its rights arising from the breach of contract, including the right to claim damages.

17.7 If natural gas storage becomes fully or partly impossible and therefore storage operations (withdrawal, injection etc.) are shut down, Customer is entitled under Section 6:249 of the Civil Code to cancel the Framework Agreement and the specific contracts – without any further legal implications, prior to the start of delivery –, or terminate the Framework Agreement and the specific contracts following the start of delivery. Customer may exercise its cancellation or termination right within 10 business days from being notified on the reason for cancellation or termination.

17.8 In addition to the above, Customer is entitled to modify the delivery date of the specific contracts or to cancel or terminate the Framework Agreement via a unilateral statement – as an option – if the conditions existing at the time and materially affecting the conclusion of the Framework Agreement and the specific contracts have changed – for reasons beyond the Customer’s control –, and Contractor has not yet or has only partially performed its contractual obligations.

17.9 Contract Amendment

Any contractual provision may only be amended in the form of contract amendment duly signed by the Parties’ authorised signatories. Verbal or implied amendment of the Framework Agreement or the specific contract shall not be effective. During Contract amendment, the stipulations of Section 141 of the PPA and Section 22 of Government Decree No. 307/2015 (X.27.) shall be observed. It shall not qualify as contract amendment if the court registry data of the Parties, particularly the seat, representatives, the account keeping bank or the bank account number change or if the data of the organization or contact persons proceeding in connection with the conclusion and execution of contract or the entity of subcontractors change. The relevant party shall notify the other party with regard to these changes – depending on the circumstances and the relevant legal provisions – either in writing 10 days before, or within 10 days after the (registry of the) change.

18. FORCE MAJEURE

It shall not qualify as a breach of contract if either Party fails to meet its obligations as per the Framework Agreement or the specific contract through no fault of either Party (force majeure). Unforeseeable circumstances that may not be prevented by human intervention shall be regarded as force majeure events (e.g.: war, national strike, earthquake, flood, fire, act of terrorism etc.), which do not depend upon the Parties will, but directly prevent the given Party from meeting its contractual obligations. If requested by the other Party, the Party concerned shall provide a due written proof of the force majeure. Except as otherwise agreed by the Parties in writing, the contractual deadlines shall be prolonged in proportion to the duration of the force majeure event. In case of a force majeure to either Party, Parties shall enter into negotiations with each other in order to decide in view of the force majeure on the mitigation of the damage, or on the termination of the Framework Agreement in the last resort. Should the force majeure

period exceed 30 (thirty) days, either Party is entitled to terminate the Framework Agreement in writing without any detrimental legal implications, even if the Framework Agreement otherwise does not entitle the Party to do so. Prior to terminating the Framework Agreement, Parties shall negotiate with each other on a possible amendment. If they fail to agree within 10 (ten) days, the Framework Agreement may then be terminated. Contracting Parties shall immediately inform each other in writing on any pending force majeure, the occurrence of force majeure and the probable duration thereof. The Party responsible for delay in providing information on a pending or occurring force majeure shall be accountable for any losses arising from such late notification.

19. CONFIDENTIAL HANDLING OF THE FRAMEWORK AGREEMENT, CONFIDENTIALITY, DATA PROCESSING

19.1 Parties agree that pursuant to Section 43, Subsection (1) d) of the PPA, the content and performance of this Framework Agreement is subject to disclosure obligation, hence the content of and data or information relating to the performance of the Framework Agreement shall not qualify as confidential information. Contractor shall not deem the content of this Framework Agreement and the data related to the performance hereof to be business secrets pursuant to Section 43, Subsection (2) of the PPA.

19.2 Contractor expressly grants its consent to the Customer to publish pursuant to its disclosure obligations Framework Agreement data as per Section 2, Subsection (3) of Act No. CXXII on the Economical Operation of Public Business Associations (hereinafter referred to as PBA) in as far as the value of the Framework Agreement or the total value of contracts concluded with the Customer in the same financial year for the same subject reaches the limit set out in Section 2, Subsection (3) of the PBA.

By signing this Framework Agreement, Parties shall oblige themselves to handle other Party data, information, operational and business policy events as business secrets, shall not disclose them to third parties, shall use them to the extent required for the performance of the Framework Agreement only and shall cause contributors to be bound by the confidentiality obligation assumed.

19.3 Parties shall handle personal data obtained during the performance of the Framework Agreement confidentially, in line with the provisions of Act No. CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information. Personal data may only be used during the performance of this Framework Agreement, for a dedicated purpose, to the extent required for fulfilling its tasks set out in the Framework Agreement.

19.4 Parties undertake to fully compensate the other Party for any substantiated damage arising from the violation of the above obligation.

19.5 Parties shall be subject to the obligation of handling information and data as business secrets without time limitations following the termination of this Framework Agreement for any reason.

19.6 Parties agree that during the conclusion and performance of this Framework Agreement, personal data of natural person employees, company representatives, contributors (hereinafter jointly referred to as "Contributors") are disclosed in relation to this Framework Agreement. Each Party shall be the controller with regard to their own Contributor, while the other Party shall be the recipient with regard to the controller Party's Contributor.

19.7 Contractor is informed by Customer that Customer shall process Contributors' personal data disclosed to the Customer as recipient in relation to this Framework Agreement and the specific contracts, during the management and performance of the Framework Agreement and the specific contracts, for the purposes of keeping registry of documents, managing invoices and keeping registry of business partners' contact details at an organisational unit level, according to Annex No. 7 attached hereto.

19.8 Customer declares as data controller to have verifiably informed its own Contributors of the stipulations of this section in full as per the specifications herein.

19.9 By signing this Framework Agreement, Contractor unconditionally and irrevocably obliges itself to

- verifiably inform its own Contributors of the stipulations of this section in full as per the specifications herein, as data controller during the performance of this Framework Agreement,
- have full liability for damages with regard to the consequences arising from the non-performance or late performance of its obligation specified in this section, and shall completely indemnify and hold the Customer harmless from and against any relating claim or demand, subject to the terms and conditions of this Framework Agreement, and shall act towards a third party with regard to such claim or demand. Contractor expressly declares that this obligation includes the Contractor's full and complete payment of penalties or penalty type sanctions imposed by any authority – including the National Authority for Data Protection and Freedom of Information, EU authority –, court or third party acting in relation to the above.

19.10 Violation of the stipulations of Section 19 shall qualify as a material breach of contract.

20. KEEPING CONTACT AND COMMUNICATION

20.1 For the sake of a fast exchange of information, beyond traditional correspondence, contracting Parties shall also keep contact electronically via their representatives listed in Annex No. 5.

20.2 Designated representatives: listed in Annex No. 5.

20.3 During the performance of the Framework Agreement and the specific contracts, Parties shall keep contact with each other exclusively via the above mentioned representatives. The scope of authority of the representatives shall not include the amendment or the termination of the Framework Agreement and the specific contracts. Parties agree that any change in their representatives shall not qualify as an amendment

of the framework agreement and the specific contracts, and the concerned Party shall inform the other Party in writing thereof. Any notice and information sent by the representative of a Party shall be considered as binding and applicable as long as the relevant Party informs the other Party of the change.

20.4 Measures taken and statements made during cooperation shall be recorded in writing by the Parties - in any case.

20.5 Parties hereby agree that statements and notices mailed to the delivery address(es) set out herein shall be deemed delivered even if the postal service returns them to the sender as “addressee unknown” or “unclaimed”. In these cases, mails shall be deemed delivered on the 5th (fifth) business day following the second postal delivery attempt.

21. MISCELLANEOUS PROVISIONS

21.1 Modification, Additional Work

Any further services, work or delivery of Goods becoming necessary during the performance of the Framework Agreement and the specific contracts shall be authorized by the Customer in writing, together with the related fees and the price of goods, as per the provisions of the PPA, prior to their performance if they could not be foreseen at the time of concluding and awarding the Framework Agreement and the specific contracts or if they were subsequently requested by the Customer, and in line with the provisions of the PPA, the required procedure shall be carried out for the procurement of such work. Customer shall not undertake to pay for any additional services or work provided without a written agreement or procedure pursuant to the PPA, as such work is performed under the Contractor’s responsibility. Conditions stipulated in the Framework Agreement and the specific contract - including the deadlines -, shall be applicable to the additional services and Additional Work arising in relation to the performance of the Framework Agreement and the specific contracts, unless otherwise agreed by the Parties in writing, or unless the nature or extent of required modifications makes it inevitable to extend a deadline in the common interest of the Customer and Contractor.

21.2 Contractor undertakes not to employ the employees of the Customer and the MVM Group via employment relationship, other legal relationship of work or via other civil relationship during the performance of the Framework Agreement and the specific contracts. This obligation shall also extend to the subcontractors of the Contractor.

21.3 Intellectual Property

21.3.1 All plans, specifications and like material, attached to the Goods or furnished therewith, are now and shall remain the exclusive property of Contractor.

21.3.2 Customer hereby agrees to receive such materials with the understanding that the features and all aspects of all designs, drawing, engineering data and other technical or proprietary information, will be kept confidential.

21.3.3 No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of Contractor and signed by one of its officers.

The intellectual property rights in the Goods and in any product, equipment, material or process furnished by Contractor shall remain vested in Contractor at all times.

21.3.4 Customer may use the general knowledge, methods and concepts obtained during the performance of the Framework Agreement and the specific contracts, in compliance with the confidentiality obligation, without limitation.

21.3.5 Any copyrighted work or any other intellectual property created by the Contractor prior to the conclusion of this Framework Agreement, or outside the Framework Agreement and the specific contracts, shall remain the property of the Contractor. Customer shall obtain a non-exclusive, non-transferable utilization right not limited in time with regard to such intellectual property, for internal use for the purpose they were handed over for.

21.3.6 Furthermore, Contractor warrants that the such right covers any copyrighted work or intellectual property developed by its subcontractors or contributors during the performance of this Framework Agreement, for which purpose Contractor warrants to conclude subcontractor agreements that expressly provide for the Customer's utilization right with the same content as specified in this section.

21.3.7 Contractor warrants that with regard to the intellectual property specified in this Section 21, no third parties have exclusive copyright/property right, utilization right which would restrict or prevent the Customer's acquisition of right or use as per this Framework Agreement and specific contracts, and exercising the Customer's rights as per this Framework Agreement does not violate the rights or legal interests of any third party. In the event that such restrictive third party right exist, Customer requests the Contractor along with setting a deadline to either eliminate the restrictions of utilization or provide a suitable security. Should Contractor fail to do so, Customer shall be entitled to cancel the Framework Agreement – indicating the reason –, or to terminate the Framework Agreement with immediate effect if circumstances cannot be restored in kind to their conditions prior to the conclusion of the Framework Agreement, and to enforce its claim for damages.

21.3.8 Contractor represents and warrants that in relation to the subject of the Framework Agreement, no third parties are entitled to raise copyright or other claims against the Customer, and also undertakes to indemnify and hold the Customer harmless from and against such claims.

21.3.9 These provisions shall remain in force throughout the duration of copyright, irrespective of the termination of the Framework Agreement.

21.4 Transfer of Ownership Rights and Risks

Parties agree that ownership rights regarding the Services and possible deliveries of Goods shall be transferred to the Customer by the Handover/Takeover procedure. Accordingly, the risks relating to the Services and Goods shall be transferred from the Contractor to the Customer simultaneously with the Handover/Takeover procedure.

21.5 Assignment, Transfer of Framework Agreement

Parties agree that they shall be entitled to assign their claims arising from this Framework Agreement and the specific contracts to a third party. Upon a corresponding manifestation of will, Parties may agree on the transfer of the whole of the rights and liabilities arising from this Framework Agreement and the specific contracts to a third party entering the Framework Agreement (transfer of contract).

21.6 Non-Waiver

Accepting any performance that is not in compliance with the Framework Agreement and the specific contracts shall not be construed as waiving the right to enforce claims arising from the breach of contract at a later date. Any valid waiver of rights with regard to the Framework Agreement and the specific contracts may only take place via a written statement expressly issued to this effect. If either Party waives the assertion of its rights regarding a case when the other Party failed to perform a provision of the Framework Agreement and the specific contracts

- a) it does not mean and may not be interpreted as waiving the assertion of rights in case of other or further (similar or different) default; or
- b) it shall not be valid without a waiver statement duly signed by the Party's duly authorized representative.

Failing to claim due performance from the other Party regarding the provisions of the Framework Agreement and the specific contracts, or granting a deadline or other extension to the other Party shall not mean that the entitled Party waives the assertion of its rights in case of such breach of contract.

21.7 Representation

Parties mutually represent that on the day of signing this Framework Agreement, neither of them is subject to any bankruptcy, liquidation or winding-up procedure.

21.8 Severability

If any of the provisions of the Framework Agreement and the specific contracts or their application to a person or condition proves to be invalid or unenforceable due to a resolution of any authority, this shall not affect the validity or application of other provisions as per the Framework Agreement and the specific contracts. Such invalid provision shall be replaced with a valid provision which most approximates the intention, the assumed risks and benefits of the Parties with regard to the provision to be replaced.

21.9 Completeness of the Framework agreement

Parties represent that this Framework Agreement governs the agreement made between the Parties to the full, contains all the terms of the agreement between the Parties, repeals any prior, oral negotiation or prior written agreement or statement in this subject matter, and Parties also expressly agree to derogate from the stipulations of Section 6:63 (5) of the Civil Code, the provisions of which shall not be applicable to the legal relationship under this Framework Agreement. Parties agree that this Framework Agreement shall not contain any of the customs the application of which the Parties agreed on in their former business relation, or the practices they have already established between each other. Parties also agree that this Framework Agreement shall not contain the customs widely known and regularly applied by parties to similar contracts in the relevant line of business.

21.10 Reference

Contractor may mention the Framework Agreement or its cooperation with the Customer as a reference. Customer shall issue reference confirmation without limitation and free of charge.

21.11 Applicable Law

In issues not regulated by this Framework Agreement, the prevailing Hungarian legislation, with particular regard to Act No. V of 2013 on the Civil Code (Civil Code) and Act No. CXLIII of 2015 on Public Procurement (PPA) and Gov. Decree No. 307/2015 (X.27.) on the special public procurement rules governing the public procurement of public utility service providers shall apply. Parties expressly exclude the application of the UN convention on the international private law rules and on contracts for the international sale of goods dated 11 April 1980. The common commercial terms shall be construed on the basis of the prevailing Incoterms (ICC, Paris).

21.12 Settlement of Legal Disputes

Parties agree to try to settle all disputes arising in connection with the Framework Agreement and the specific contracts primarily in an amicable way, by means of negotiations. If they fail to agree within 30 (thirty) calendar days from the start of such negotiations, and unless the Pest Central District Court or the Metropolitan Court of Budapest or the Court of the Budapest Region has jurisdiction pursuant to the applicable rules of law, Parties shall agree on the exclusive jurisdiction of the Buda Central District Court and the Court of Székesfehérvár depending on the subject and value of the dispute.

21.13 This Agreement was drawn up in 4 (four) identical Hungarian and English original versions, out of which the Customer and the Supplier shall each retain 2 (two) original versions. In case of any discrepancies in between the two texts, the Hungarian version shall prevail.

21.14 Annexes

The following annexes shall form an inseparable part of the Framework Agreement:

1. Annex No. 1: Technical Specification
2. Annex No. 2: Unit Price List
3. Annex No. 3: Call-Off and Confirmation template
4. Annex No. 4: Delivery Certificate template

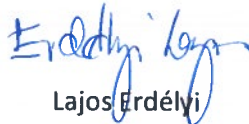
5. Annex No. 5: Designated representatives
6. Annex No. 6: Specific Contract template
7. Annex No. 7: Information about Processing Personal Data
8. Annex No. 8: Copy of the Liability Insurance Policy

In witness whereof, the Parties have read, jointly understood and duly executed this Framework Agreement in 4 (four) original copies on this day via their authorised representatives in full accordance with their will.

Dated: Budapest, 27 September 2018



László Fritsch
Chairman of the Board, CEO
Hungarian Gas Storage Ltd



Lajos Erdélyi
Head of Technical Operation

Customer



Michael Gerard Taylor
manager
Halliburton Company Germany GmbH
Hungarian Branch Office
Contractor