

CONTRACT ON USING FLEX PLUS SERVICE

concluded by and **between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

court of Reg. and Reg. No.:

hereinafter referred to as **System User**

and **Hungarian Gas Storage Limited Company**

seat: 1138 Budapest, Váci út 144-150.

mailing address: 1399 Budapest, Pf. 645.

account keeping bank: CITIBANK

bank account No.: 10800007-00000000-13714002

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

tax No.: 12543317-2-44

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

hereinafter referred to as **MFGT**

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

I SUBJECT AND DURATION OF CONTRACT

1. Definitions

For the purpose of maintaining the transmission system balance, System User may offer hydraulic balancing gas (HEG).

Based on the above and in relation to this contract, during nomination submitted for an MFGT storage facility, negative or positive HEG quantity can be specified regarding capacities booked by the System User, which will be allocated if used.

2. Subject and Duration of Contract

System Users can use the Flex Plus service in the event of submitting a HEG quantity exceeding 10% of the daily nominated quantity via MFGT'S IT Platform, for which this Contract shall be concluded.

MFGT shall be entitled to interrupt the Flex Plus customized service.

If the HEG quantity is allocated, System User shall pay the fee specified in Section V.

The sum of the largest possible positive HEG quantity and the nominated quantity may not exceed the capacity available to the System User. The sum of the largest possible negative HEG quantity and the nominated quantity may not be less than zero.

This Contract shall be concluded for a definite period until 06:00 hours on 01 April 20__

II. GENERAL TERMS

1. In issues not regulated by the Contract, the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF), Annex No. 4 of the Code of Business Conduct shall apply.
2. By signing this Contract, the System User shall acknowledge to have fully read and understood the content of ÁSZF herein mentioned – as available on the MFGT web page (www.magyarfoldgaztarolo.hu) – and considers it to be the part of this Contract, and so agrees to be bound by it. Parties shall deem the content of ÁSZF annexed to the Code of Business Conduct approved by Office to be the same as the usual contracting practice.
3. Special conditions not stipulated in the Code of Business Conduct ÁSZF shall be specified in the Contract and in the Flex Plus customized service description constituting an inseparable part of this Contract.

III. TERMS OF USING FLEX PLUS CUSTOMIZED SERVICE

This service is available to Clients with Natural Gas Storage contract and storage capacity booking for the storage year 20__.

The requested HEG quantity shall be submitted by the System User together with the nomination on the IT Platform pursuant to the provisions of the Grid Code.

IV NOMINATION, ALLOCATION

1. According to Section 1.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. System User shall indicate it on the nomination interface of the MFGT IT Platform during nomination if such HEG quantity is to be nominated. Prior to each gas day, MFGT shall inform the System Users on its IT platform regarding the direction of nominations that can be submitted for the unified storage facility, and nominations shall be submitted accordingly.
2. MFGT reserves the right to reject or to reduce the performance of the HEG request.

III. FEE OF USING FLEX PLUS CUSTOMIZED SERVICE

If the allocated HEG quantity does not exceed 10% of the System User's daily nominated quantity, the fee for the Flex Plus Customized Service shall be: free of charge. For the amount above 10% of the daily nominated quantity, the fee of the Flex Plus Customized Service shall be: ... HUF/kWh/day +VAT.

The financial settlement and invoicing of the Flex Plus Customized Service shall be performed posteriorly, based on the daily value actually allocated by MFGT above 10% of the daily nominated quantity.

A statement and an invoice based on the statement shall be sent by MFGT to the System User each month regarding the fees relating to using the Flex Plus customized service. The payment deadline of the invoice shall be 30 calendar days from the date of issue.

System User agrees that in case of payment default on the service fees payable as per this contract in relation to the capacity booking contract concluded on 20__ on natural gas storage for storage year 20__/20__, MFGT may call in from the financial guarantee (bank guarantee) or from the payment guarantee (injected natural gas) offered by the System User an amount which covers the invoiced but unpaid service fees, or may sell from the injected natural gas energy quantity an amount the purchase price of which covers the invoiced but unpaid fees. The relating rules of procedure and the specific details are contained in Annex No. 7 of MFGT's Code of Business Conduct.

VI GOVERNING LAW, SETTLEMENT OF DISPUTES

The provisions of Hungarian law shall apply to the contract, to any arising disputes and to the settlement thereof.

The Parties shall agree to settle the disputes relating to this Contract primarily via amicable negotiation.

Payment, guarantee and financial guarantee conditions not regulated by the Tariff Decrees or the Code of Business Conduct of MFGT shall be determined according to the agreement between the Parties.

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

VII ENTRY INTO FORCE

This Contract shall be concluded and effective upon signature.

VIII MISCELLANEOUS PROVISIONS

Contact Persons

In issues related to the Contract:

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT:

Phone:

Fax:

email:

In issues of daily operative contact:

On behalf of the System User:

Phone:

Fax:

e-mail:

On behalf of MFGT: Storage Dispatching Service

Phone: 0036 52 362-574

Fax: 0036 52 558-048

e-mail: dispatcher@mfgt.hu

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

Budapest,

Hungarian Gas Storage Ltd.

System User

.....

.....