

**NATURAL GAS STORAGE CAPACITY CONTRACT ON 100% AVAILABLE, FLAT CURVES INJECTION AND
WITHDRAWAL CAPACITY SERVICE**

**REGARDING ADDITIONAL CAPACITY BOOKING
(TEST 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:

OTPBANK

bank account No.:

HU65 1179 4008 2402 7731 0000 0000

invoicing address:

1138 Budapest, Váci út 144-150.

tax No.:

12543317-2-44

Court of Registration and Reg. No.:

Budapest Court as Court of Registration, Cg. 01-10-045043

hereinafter referred to as **MFGT**

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

PREAMBLE

On xx.xx.20xx, System User submitted a 100% available, flat curves injection and withdrawal capacity request regarding the *Natural Gas Storage Capacity Contract On 100% Available, Flat Curves Injection And Withdrawal Capacity Service* as listed in MFGT's Fee List.

MFGT examined the request received and considered it technically feasible, whereby the present *Natural Gas Storage Capacity Contract On 100% Available, Flat Curves Injection And Withdrawal Capacity* contract (hereinafter referred to as Contract) shall be concluded bay and between the Parties, considering the market conditions, with parameters as follows:

I Subject and Duration of Contract

1. The subject of this Contract shall be using the 100% available, flat curves, non-USP injection and withdrawal capacity by the System User at the Hungarian underground gas storage facility owned and operated by MFGT pursuant to the terms and conditions described in the chapters below.
2. MFGT aims at providing 100% available flat curves injection and withdrawal capacities to the System User.

Quantity of contracted flat curves capacities:

Injection capacity:	kWh/day
Withdrawal capacity:	kWh/day

3. This Contract shall be concluded for a definite period until xx.xx.20xx at 06:00 hours.
4. System User may use the service in the contractual injection cycle only between xx.xx.20xx and xx.xx.20xx; and in the withdrawal cycle only between xx.xx.20xx and xx.xx.20xx. The service may not be used at any time other than this period.
5. Pursuant to this contract, MFGT shall undertake the injection and withdrawal of the System User's natural gas in the quantity of ...kWh. The service may not be used for any natural gas quantity exceeding this quantity.
6. Under the present contract, MFGT does not provide working gas capacity, hence System User shall hereby represent to have such capacity.

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 ÁSZF shall be specified in this Contract.
4. The document of the offer announcement contained in the Fee List shall form part of this contract as an annex hereto.

III Conditions of Using 100% Available Flat Curves Injection and Withdrawal Capacities

1. The purchased capacity shall be available at all times regardless of the storage parameters. Nomination exceeding the capacity maximum shall not be possible.
2. It is a precondition for using the service that the System User has working gas capacity booking at the storage licensee.

IV Storage Gas Quality

MFGT shall undertake to inject natural gas only if it meets the quality parameters prescribed by Annex No. 11 of Government Decree No. 19/2009 (I.30.) on the implementation of Act No. XL of 2008 on Natural Gas Supply (Implementation Decree).

V Natural Gas Delivery and Acceptance, Measurement, Settlement

According to Section 1.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. Based on the daily nomination submitted by the System User for the unified storage facility, MFGT shall distribute the gas quantity to be injected or withdrawn to the relevant underground gas storage facilities. MFGT shall undertake to deliver the nominated quantities it confirmed for the unified storage facility.

VI Operative Flow of Information

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

VII Service Fee

1. Service Fee: ... HUF/kWh + VAT, and therefore the working gas quantity as per Section I/5: ...kWh * ... HUF/kWh= ... HUF+ VAT.
2. The Service Fee shall contain the fee for injection and withdrawal capacities as per Section I/2, but it shall exclude the volume fees.
3. The invoice shall be issued within 3 days from signing the contract, with a payment deadline of 15 days from issuing the invoice.
4. Parties shall agree in a periodic settlement for a fixed term, pursuant to the VAT Act. Settlement Period: xx.xx.20xx-xx.xx.20xx
5. The transmission fee shall be invoiced with the fees pursuant to the prevailing Tariff Decrees – excluding VAT – until the 10th business day following the base month.

VIII Governing Law, Settlement of Disputes

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

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

Failing such settlement in any dispute arising from or relating to this Contract, with regard to its breach, termination, validity or interpretation, Parties hereby agree to subject themselves to the exclusive and final jurisdiction of the Permanent Court of Arbitration (Commercial Arbitration Court Budapest) operating at the Hungarian Chamber of Commerce and Industry, provided that the Court of Arbitration proceeds according to its own Rules of Procedure (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be three and the language of procedure shall be Hungarian. Parties exclude the possibility of the retrial of the proceedings as regulated by Chapter IX of Act No. LX of 2017 on Arbitration. In order to settle the legal dispute, the Hungarian substantive law shall apply, excluding its private international law rules. The language of procedure shall be Hungarian.

IX Entry into Force

This contract shall enter into force on condition that the Service Fee is credited to MFGT's bank account.

X Miscellaneous Provisions

Contact Persons

In issues related to the Contract:

On behalf of MFGT:	Krisztián Deme
Phone:	+36 30 663 0124
Fax:	+36 1 354 7045
e-mail:	demek@mfgt.hu

On behalf of the System User:

Phone:

Fax: -

e-mail:

In issues of daily operative contact:

On behalf of the System User:

Phone:

Fax: -

e-mail:

On behalf of MFGT:

Storage Dispatching Service

Phone: +36 52/362-574

Fax: +36 52/558-048

e-mail: dispatcher@mfgt.hu

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

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

Budapest, 20...

Hungarian Gas Storage Ltd.

System User

.....
 Ákos Kriston
 Chairman and CEO

Krisztián Deme
 Head of Sales,
 Marketing and
 Regulation

.....
 Name

.....
 Name