

## **NATURAL GAS STORAGE CAPACITY FRAMEWORK CONTRACT ON STORAGE PLUS SERVICE**

concluded by and between

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

Court of Registration and Reg. No.:

hereinafter referred to as **System User**

and

**Hungarian Gas Storage Limited Company**

seat:

1138 Budapest, Váci út 144-150.

mailing address:

1399 Budapest, Pf. 645.

account keeping bank:

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. The subject matter of this Natural Gas Storage Plus Framework Contract (hereinafter referred to as Contract) is moving gas for the System User in the direction opposite to the direction of flow announced for the period, that is injection during withdrawal cycle and withdrawal during injection cycle in the Hungarian underground gas storage facility owned and operated by MFGT pursuant to the terms and conditions described in the chapters below.
2. The service specified in Section 1 is feasible in two ways:  
either by opposite direction supply at the zero point of the unified storage facility or
3. by starting up a storage facility in the flow direction opposite to that of the announced storage cycle.
4. This Contract has been concluded for a definite period.
5. The Parties contract for one (1) full storage cycle. The contractual storage cycle starts at 06:00 on 01 April 201\_, and shall end at 06:00 on 01 April 201\_.

## **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](http://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 the Contract and in the Storage Plus storage service description constituting an inseparable part of this Contract.

## **III Conditions of Storage Plus Storage Service**

1. The service can be used as interruptible capacity on every day of the storage year.
2. During the nomination of virtual quantities, the network point related HEG option shall not be available.

3. The requested Storage Plus quantity shall be announced by the System User prior to the gas day, during nomination.
4. System User shall understand that the actually available virtual injection and virtual withdrawal capacity may vary according to the nominations submitted by other System Users.

#### **IV Nomination, Allocation**

According to Section 1.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. System User shall submit its nomination for the virtual quantities on the nomination interface of MFGT's IT Platform. 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.

In the event that MFGT refuses the nomination request, System User receives a mismatching feedback, and shall settle its storage request via re-nomination. During allocation, the quantity of virtual storage shall be equal to the nominated quantity according to FGSZ data provision.

MFGT shall assume liability exclusively for providing the storage service, while the transmission service shall be provided by FGSZ.

#### **V Storage Plus Service Fee**

1. The capacity fee charged for the Storage Plus storage service shall be .... HUF/kWh/day.
2. Storage Plus Service fee shall be payable in the event of using injection or withdrawal service in the direction opposite to the direction of flow announced for the relevant period according to quantities thus injected or withdrawn.
3. The financial settlement and invoicing of the Storage Plus storage service shall be carried out posteriorly, based on the confirmed daily allocated value.
4. For the days when MFGT interrupts the Storage Plus Service, System User shall not pay the fee up to the extent of interruption.
5. System User shall pay the injection and withdrawal volume fees related to using the Storage Plus Service at fees calculated pursuant to the prevailing Tariff Decrees.

#### **VI Governing Law, Settlement of Disputes**

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

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

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: 52/362-574

Fax: 52/558-044

email: 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
.....	.....