

FRAMEWORK CONTRACT ON USING AND PROVIDING DAILY PEAK PLUS NATURAL GAS INJECTION 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 FRAMEWORK CONTRACT

1. The subject matter of this Framework Contract on Using and Providing Daily Peak Plus Natural Gas Injection Service (hereinafter referred to as Framework Contract) is the firm injection of the natural gas owned by the System User into the Hungarian underground gas storage facilities owned and operated by MFGT according to the quantity parameters as per Chapter III and quality parameters as per Chapter IV. Within Daily Peak Plus Natural Gas Injection service, System User can purchase additional daily injection capacity if it has storage booking. Daily injection peak capacity thus booked facilitates the faster injection of the natural gas into the already existing working gas capacity earlier booked by the System User pursuant to the Natural Gas Storage Contract (hereinafter referred to as master contract). Injection peak capacities booked within Daily Peak Plus Natural Gas Injection service shall be settled separately, and will not be combined with the fees of already existing capacities booked in the master contract. Booked injection capacities available under the annual master contract and the daily injection capacity can be used together.

2. As per this Framework Contract, System User can enter its Daily Peak Plus injection peak capacity booking request pursuant to Section III/2, and book capacity if accepted by MFGT.

Pursuant to this Framework Contract, the System User does not commit itself to actually book any additional daily injection capacity.

Pursuant to this Framework Contract, MFGT shall commit itself to provide additional daily injection capacities only if:

(i) System User has a natural gas storage master contract for the storage year of the reference period

(ii) actually available additional daily injection capacity exists and

(iii) there are no technical obstacles preventing the provision of additional daily injection capacities and

(iv) System User does not have overdue debts of any kind to MFGT.

3. Parties shall contract for using and providing Daily Peak Plus Natural Gas Injection Service (additional daily injection capacity). Pursuant to this Framework Contract, MFGT shall inject gas into the natural gas storage facility based on the capacity booking of the System User submitted and confirmed as per Section III/2.

4. The period relevant to this service shall be from 06:00 hours on __.____ 201_ until 06:00 hours on __.____ 201_, which shall be part of the injection period announced by MFGT.

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.

III PROVISION OF STORAGE CAPACITIES

1. The amount of Daily Peak Plus injection peak capacities booked by the System User shall depend on capacity bookings entered on MFGT'S IT Platform by the System User – and accepted by MFGT.
 - a. System User can nominate its booking request towards MFGT for the relevant gas days on MFGT'S IT Platform (SMCS) or in the absence thereof, also by email.
 - b. If the System User's request is accepted by MFGT, a specific contract on using Daily Peak Plus withdrawal peak capacities is concluded by and between the parties for the relevant day.
 - c. The basis of settlement shall be the amount of capacities accepted by MFGT.
2. The nomination and acceptance of the requests for Daily Peak Plus injection peak capacities (conclusion of the specific contract on daily bookings) shall take place as specified in this section. In order to use Daily Peak Plus injection peak capacities, System User shall submit to MFGT its additional injection capacity request until 22:00 hours on the preceding gas day. Only the contact person(s) specified in the contract shall be entitled to make nominations in connection with the Daily Peak Plus injection peak capacity service. The specific Contract on Using and Providing Daily Peak Plus Injection Peak Capacity is concluded by and between the parties for the given gas day when MFGT accepts the capacity request.
3. As per this contract, MFGT shall not be obliged to provide injection capacities exceeding the peak capacities stipulated by Section III.1 of the Framework Contract.
4. Daily Peak Plus injection peak capacities booked by the System User may not be subject to secondary capacity trading, and such transactions will not be recorded on the IT Platform by MFGT.

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. Natural gas delivery and acceptance, measurement and settlement shall be carried out in line with the annual natural gas storage master contract.

VI OPERATIVE FLOW OF INFORMATION

1. In the course of its daily activities, MFGT shall cooperate with the transmission system operator performing transmission system operation 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 DAILY PEAK PLUS NATURAL GAS INJECTION SERVICE FEE

1. The daily fee of the service
additional injection capacity fee: HUF + VAT/ kWh / day
2. System User shall pay the service fee following the reference month, based on the daily additional injection (peak) capacities booked in total in the given month, which fee shall exclude the volume fees.
3. Following the reference month, MFGT shall issue the invoice based on the additional injection (peak) capacity requests entered by the System User and accepted by MFGT. The total sum of volume fees shall be invoiced pursuant to the applicable HEPURA Decree No. 13/2016 (XII.20.), each month upon the actual monthly volume turnover.

VIII GOVERNING LAW, SETTLEMENT OF DISPUTES

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

Parties shall agree to settle the disputes relating to the framework contract primarily via amicable negotiation.

Failing such settlement in any disputes arising from or relating to the 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.

IX ENTRY INTO FORCE

This Framework Contract shall be concluded and shall take effect on the day of signature by both parties, and shall be effective for a definite period until __.__.20__ at 6:00 hours.

X GUARANTEES

1. By signing this framework contract and in its declaration (“Declaration”) provided on a separate sheet, the System User shall grant its consent to MFGT to use the guarantee provided by the System User under the annual capacity booking contract between the parties also in case of payment default as per this Framework Contract. The Declaration shall be annexed to this Framework Contract.
2. System User shall understand that in case it has overdue payment obligation to MFGT as per this Framework Contract, System User cannot submit any capacity request as per this Framework Contract.
3. 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 201_ on natural gas storage for storage year 201_/201_, 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.

XI MISCELLANEOUS PROVISIONS

1. Contact Persons

In issues related to the Contract:

On behalf of the System User:

Phone:

Fax:

e-mail:

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: 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.

Annexes:

1. Declaration and Power of Attorney

Budapest,

Hungarian Gas Storage Ltd.	System User
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