

Description of Annual Peak Plus and Daily Peak Plus Service

The subject matter of the Peak Plus and Daily Peak Plus Service is the firm withdrawal/injection of the natural gas owned by the System User from or into the Hungarian underground gas storage facilities owned and operated by MFGT, according to the quantity parameters specified.

Within Peak Plus and Daily Peak Plus Withdrawal/Injection service, the System User can purchase additional annual and/or daily withdrawal/injection capacity to complement its booked withdrawal/injection capacity. Annual and/or daily withdrawal/injection peak capacity thus booked will facilitate the faster use of 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). Withdrawal/injection peak capacities booked within Peak Plus and Daily Peak Plus Withdrawal/Injection Service shall be settled separately, and will not be combined with the fees of already existing capacities booked in the master contract. Booked withdrawal/injection capacities available under the annual master contract and the annual and/or daily withdrawal/injection capacity can be used together.

MFGT shall commit itself to provide additional annual and/or daily withdrawal/injection capacities only if:

- actually available additional annual and/or daily withdrawal/injection capacity exists and
- there are no technical obstacles preventing the provision of additional annual and/or daily withdrawal/injection capacities and
- System User does not have overdue debts of any kind to MFGT.

Capacities:

In any case, MFGT shall publish the available additional withdrawal/injection capacities and their direction on its website.

The amount of Peak Plus and Daily Peak Plus withdrawal/injection peak capacities booked by the System User shall depend on capacity bookings requested by the System User – and accepted by MFGT.

Annual Peak Plus Customized Service

Following the conclusion of the contract on using this service, it shall be available to the contracting System User. Additional peak capacity shall be available as firm capacity in the period set out in the contract, following the conclusion thereof.

Fees arising from the contract on using Annual Peak Plus Customized Service shall be settled between the parties periodically, in equal monthly instalments pursuant to Section 58,

Subsection (1) of Act No. CXXVII of 2007 on Value Added Tax (VAT Act). This fee shall not contain the volume fees, which shall be paid by the System User pursuant to the applicable HEPURA Decree No. 13/2016 (XII.20.), on the basis of the monthly volume turnover. The fee for the storage year period already passed shall be paid in a lump sum within 10 calendar days from the date of issuing the invoice.

Detailed specifications of using the Annual Peak Plus Customized Service shall be contained in the template contract.

In case of Daily Peak Plus Service

System User shall nominate its booking request for the relevant gas days on MFGT's IT Platform.

If the System User's request is accepted by MFGT, a specific contract on using Daily Peak Plus injection/withdrawal peak capacities is concluded by and between the parties for the relevant period.

The basis of settlement shall be the amount of capacities accepted by MFGT.

The nomination and acceptance of the requests for Daily Peak Plus withdrawal/injection peak capacities (conclusion of the specific contract on daily bookings) shall take place as specified. In order to use Daily Peak Plus withdrawal/injection peak capacities, System User shall submit to MFGT its additional withdrawal/injection capacity request until 22:00 hours on the preceding gas day. Only the contact person(s) registered in the SMCS (IT Platform) system shall be entitled to make nominations in connection with the Daily Peak Plus withdrawal/injection peak capacity service.

In the event that the Daily Peak Plus Service is booked within the relevant gas day, the quantity nominated for the remaining hours shall be invoiced for the whole gas day.

The fee charged for the service shall be specified in the applicable fee list.

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 Daily Peak Plus Customized Service. The payment deadline of the invoice shall be 30 calendar days from the date of issue.

MFGT shall not be obliged to provide withdrawal/injection capacities exceeding the applicable peak capacities offered.

Annual Peak Plus and Daily Peak Plus withdrawal/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.

System User shall pay the service fee following the reference month, based on the daily additional withdrawal/injection (peak) capacities booked in total in the given month, which fee shall exclude the volume fees.

System User agrees that in case of payment default on the service fees payable as per the contracts in relation to the applicable storage year capacity booking contract/contracts on natural gas storage, 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.