

**CONTRACT ON USING AND PROVIDING PEAK PLUS NATURAL GAS STORAGE ADDITIONAL WITHDRAWAL AND 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 Contract**

1. The subject matter of this Contract On Using and Providing Natural Gas Storage Additional Withdrawal And Injection Service (hereinafter referred to as Peak Plus) shall be the firm injection and withdrawal of natural gas owned by the System User into and from 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 Peak Plus, System User can purchase additional withdrawal or injection capacity in addition to its booked capacity as per contract. Additional withdrawal/injection capacity (additional peak) thus booked facilitates a faster withdrawal or injection of the working gas capacity already existing as booked earlier by the System User pursuant to the natural gas storage contract (hereinafter referred to as master contract). Additional capacities booked within Peak Plus shall be settled separately, and will not be combined with the fees of already existing capacities booked in the master contract.
2. Parties agree that System User has a natural gas storage master contract for the storage year of 201\_.
3. Pursuant to this Contract MFGT shall – upon the contractual instruction of the System User - inject gas or withdraw previously injected gas according to the master contract using the additional capacities. This Contract has been concluded for a definite period. This Contract is concluded and takes effect on the day of signature, and shall terminate on \_\_\_ 201\_, at 06:00.
4. Parties shall contract for using and providing Peak Plus Service, i.e. additional withdrawal or injection capacity. The contractual injection and withdrawal cycles of the storage year shall be the periods announced by MFGT. The injection cycle shall commence at 06:00 1st \_ 201\_ and shall end at 06:00 on \_\_ 201\_, while the withdrawal cycle shall commence at 06:00 on \_\_ 201\_ and shall end at 06:00 on \_\_ 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 this Contract.

## **III Provision of Storage Capacities**

1. Firm withdrawal and injection storage capacities booked by the System User are as follows:

injection (peak) capacity: kWh/day,

withdrawal (peak) capacity: kWh/day

2. System User shall submit the contracted monthly schedule for injection and withdrawal on the IT Platform under the menu item Nomination/Gas Volume Plan.
3. System User understands that the actual injection and withdrawal capacity may vary according to the working gas stocks and to other, inevitably changing parameters and boundary conditions. The availability of capacities and the minimum and maximum injection and withdrawal capacity values are published by MFGT on its website for the System Users.
4. System User shall weekly submit the planned injection and withdrawal quantities for the following week on MFGT's IT Platform until 12:00 Friday of the preceding week. This is required for planning the operation of the storage facilities, yet this is not equal to the weekly nomination. However, if the System User's nomination submitted for the given day deviates by more than 10% from the planned schedule, and thus endangers service provision to those System Users who use the storage services according to their forecast, MFGT reserves the right to refuse the nomination in full or in part. Furthermore, by fully exploiting the technical capabilities, MFGT shall do its utmost to accept the daily nominations submitted by the System Users, thus providing the most flexible conditions for the System Users, and only if inevitable, may sanction towards System Users deviating by over 10%.
5. As per this contract, MFGT shall not be obliged to ensure injection and withdrawal capacities exceeding the peak capacity values stipulated by Section III.1 of the Contract, nor to conduct withdrawal activities exceeding the actually injected working gas volume quantities.

#### **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**

1. 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 allocate the gas quantity to be injected or withdrawn to the relevant underground gas storage facilities. MFGT shall undertake to deliver the quantities allocated/nominated for the relevant storage facilities, and in case of non-

performance, MFGT shall cover the surcharges and balancing costs incurred by the System User.

2. MFGT will not withdraw any gas quantity exceeding the gas quantity injected pursuant to the master contract and this 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 INJECTION AND WITHDRAWAL FEE

1. The annual service fee

injection capacity fee: ... HUF/kWh

withdrawal capacity fee: ... HUF/kWh

shall be payable per month, excluding volume fees.

2. The total sum of volume fees shall be invoiced pursuant to HEPURA Decree No. 13/2016 (XII.20.), each month upon the actual monthly volume turnover.
3. Pursuant to HEPURA Decree No. 13/2016 (XII.20.) and the applicable ÁSZF, 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.
4. The payment deadline for the forthcoming part of the storage year shall be the first working day of each base month.
5. 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.

## **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 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 contract shall be concluded and effective upon signature.

## **X Miscellaneous Provisions**

### Contact Persons

#### **In issues related to the Contract:**

On behalf of MFGT:

Phone:

Fax:

email:

On behalf of the System User:

Phone:

Fax:

email:

#### **In issues of daily operative contact:**

On behalf of the System User: the System User's person on duty

Phone:

Fax:

email:

On behalf of MFGT: Storage Dispatching Service

Phone: 0036 52 362-574

Fax: 0036 52 558-044

email: [dispatcher@mfgt.hu](mailto: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
.....	.....