

**CONTRACT ON USING INTRA DAY STORAGE FLEXIBILITY (INTRADAY NOMINATION PLUS) 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:

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:

## PREAMBLE

### Definitions

Tolerance range 10% of the first non-zero hourly nomination of the gas day, which is free of charge as to this customized service on the gas day.

Calculation of the quantity subject to payment The sum of the absolute value of deviations on the gas day compared to the previous hour, regarding the hours following the first non-zero hourly nomination of the relevant gas day. If this value exceeds the extent of the tolerance range specified in this contract, the quantity of the customized service above the tolerance range shall be subject to fee payment.

## I SUBJECT AND DURATION OF CONTRACT

1. During daily nomination and re-nomination, System User may modify between each hour its hourly nominations for the rest of the day, in excess of the tolerance range, for a fee, pursuant to the Contract on Using Intraday Storage Flexibility (Intraday Nomination Plus) Customized Service (hereinafter referred to as Contract).

MFGT shall be entitled to interrupt the Intraday Storage Flexibility customized service. MFGT reserves its right to perform the service to a limited extent (cutback) or to refuse the request with justification, and shall not assume any liability for any direct or indirect damage arising thereof, since the availability of the service may vary depending on the technical parameters.

2. If the quantities nominated by the System User – within the day – exceed the tolerance range herein specified, System User shall pay the fee specified in Section V. In the event that the System User's nomination is cut back, the reduced amount shall be the basis of fee payment.

3. This Contract shall be concluded for a definite period until 1st April 201.. at 06:00 hours.

## 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 description of the intra day storage flexibility (Intraday Nomination Plus) customized service constituting an inseparable part hereof.

### **III CONDITIONS OF INTRADAY STORAGE FLEXIBILITY CUSTOMIZED SERVICE**

This service is available to System Users with Natural Gas Storage Contract and storage capacity booking for storage year 201\_/201\_.

### **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 can use the customized service by submitting the nomination on the nomination interface of the MFGT IT Platform. Prior to each gas day, MFGT shall inform the System Users on its IT platform regarding the mode of the unified storage facility, and nominations shall be submitted accordingly.

### **III FEE OF INTRADAY STORAGE FLEXIBILITY CUSTOMIZED SERVICE**

If the sum of the absolute value of deviations compared to the previous hour, regarding the hours following the first non-zero hourly nomination of the relevant gas day does not exceed the tolerance range, the fee for Intraday Storage Flexibility Customized Service shall be: free of charge.

If the sum of the absolute value of deviations compared to the previous hour, regarding the hours following the first non-zero hourly nomination of the relevant gas day exceeds the tolerance range, the fee for Intraday Storage Flexibility Customized Service shall be: ... HUF/kWh/day + VAT.

The financial settlement and invoicing of the intraday storage flexibility customized service shall be performed posteriorly, based on the nomination definitively accepted by MFGT above the tolerance range.

A statement and an invoice based on the statement shall be sent by MFGT to the System User each month on the fees related to using the intraday storage flexibility customized service. The payment deadline of the invoice shall be 30 calendar days from the date of issue.

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.

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

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

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

Payment, guarantee and financial guarantee conditions not regulated by the Tariff Decrees or the Code of Business Conduct of MFGT shall be determined according to the agreement between the Parties.

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**

The Contract shall be concluded and take effect when signed by both parties.

## **VIII Miscellaneous Provisions**

### Contact Persons

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

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT:

Phone:

Fax:

email:

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

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT: Storage Dispatching Service

Phone: 0036 52 362-574

Fax: 0036 52 558-048

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
<p>.....</p>	<p>.....</p>