

## CONTRACT ON LENDING AND BORROWING NATURAL GAS

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 **Borrower**

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 **Lender**, or as **MFGT**

or jointly referred to as the **Parties** at the undersigned place and date under the following terms and conditions:

## ANTECEDENTS

By Resolution No. 1567/2013 amended by Resolution 615/2015, the Hungarian Energy and Public Utility Regulatory Authority (HEPURA) authorised MFGT to *“lend its own working gas quantity reclassified from cushion gas by the Hungarian Office for Mining and Geology to other licensees or to*

*proprietary users on condition that the natural gas quantity thus lent shall be replaced immediately, but not later than within 30 days in full quantity if so required by the Office. Natural gas lending performed by the Licensee pursuant to this section shall not qualify as natural gas trade activity. Licensee shall inform the Office regarding natural gas lending performed pursuant to this section within 5 business day from the conclusion of the contract.”*

Subject to the provisions of the above HEPURA resolution, Lender developed a gas loan (hereinafter referred to as Gas Loan) service, the conditions of which shall be specified herein.

Given that the Borrower submitted a bid for the highest availability fee regarding ... pieces of bundles out of the ... pieces of bundles offered by MFGT at the auction of \_\_\_ 20\_\_\_, Borrower became entitled to conclude the CONTRACT ON ESTABLISHING THE RIGHT OF USING GAS LOAN, thereby becoming eligible for using the Gas Loan service.

Subject to the provisions of the above HEPURA resolution and the stipulations of the Parties in this contract on Gas Loan, Lender and Borrower shall conclude the following contract on lending and borrowing natural gas (hereinafter referred to as Contract).

## I. Use of Terms

Definitions:

|                       |   |
|-----------------------|---|
| Schedule              | Schedule by gas days for borrowing and recovering in the storage site the energy quantity subject to this Gas Loan Contract, with starting and closing dates included. The starting date shall be the date on which the gas is Made Available.  |
| Entry into Force met. | When conditions specified in Section II/3 of the Contract are met.  |
| Making Available      | Transferring the working gas capacity belonging to the working gas stock related to the Natural Gas Lent in MFGT’s IT system, to the Borrower’s name – as requested by the Borrower and when the conditions specified in Section II/3 of the Contract are met.  |
| Returning             | Injecting (replacing into storage) the Natural Gas Lent and re-transferring the working gas capacity belonging to the working gas stock related to the Natural Gas Lent in MFGT’s IT system, to MFGT’s name – as requested by the Borrower.   |
| Notification          | Notice sent by MFGT to the Borrower by electronic means and by mail or courier in case of a recovery requirement from HEPURA – following the communication of the demand to MFGT. Delivery requires primarily the electronic message confirming the delivery of the electronic mail, while in case of doubt, the notice of receipt of the certified mail or the document proof of receipt handed over to the courier. |
| Natural Gas Lent      | The energy quantity specified in Chapter VI   |

For the purpose of this Contract, **Natural Gas lending and borrowing (hereinafter referred to as Loan)**, shall be a loan transaction based on which from its own working gas (energy quantity) reclassified from cushion gas (hereinafter referred to as “Natural Gas”), MFGT shall make available to the Borrower:

- (i) the energy quantity specified in Chapter VI as a fungible asset,
- (ii) at the Delivery Point specified in Chapter V,
- (iii) from the date specified in Chapter VII, Section 1,
- (iv) according to the schedule specified in Chapter VII, Section 1 (day/energy quantity),
- (iii) for the period specified in Chapter II, Section 4,
- (iv) for the fee specified in Chapter XII, Section 1.a,

and shall transfer to the Borrower the working gas capacity belonging to the energy quantity of the Natural Gas Lent in MFGT’s IT system, when the gas is Made Available.

Regarding the Natural Gas Lent, Borrower shall

- (vii) pay the fee specified in Chapter XII, Section 1, then
- (viii) its full quantity specified in Chapter VI
- (ix) from the date specified in Chapter VII, Section 2 or Chapter VII, Section 3,
- (x) according to the schedule specified in Chapter VII, Section 23 or Chapter VII, Section 3 (day/energy quantity),
- (xi) not later than until the date specified in Chapter II, Section 6.2,
- (xii) at the Delivery Point specified in Chapter V

shall be made available to MFGT.

Parties agree that Borrower can dispose of the quantity of Natural Gas Lent and it shall be deemed as Made Available when the working gas capacity stock belonging to the energy quantity of the Natural Gas Lent is transferred to the Borrower in MFGT’s IT system – following the Borrower’s request and the fulfilment of conditions specified in Chapter II, Section 5.

Parties agree that the quantity of Natural Gas Lent shall be deemed as Returned when the working gas capacity stock belonging to the energy quantity of the Natural Gas Lent is re-transferred in MFGT’s IT system to its own name – following the Borrower’s request.

## II. Conclusion and Duration of Contract

1. By concluding this Contract MFGT shall lend the Natural Gas Lent specified in Chapter VI to the Borrower for the period set out in Chapter II, Section 4, and the Borrower shall borrow the Natural Gas Lent and shall return it to MFGT from the date specified in Chapter VII, Section 2 or Chapter VII, Section 3, according to the schedule set out in the same sections.

2. The fee payable by the Borrower to MFGT shall be specified in Chapter XII, and the method of its settlement shall be set forth in Chapter XIII.
3. The Contract shall be concluded for a definite period when signed by both parties and shall take effect if the condition as per Chapter XIV, Section 1 (handing over the bank guarantee and – if applicable – the condition as per Chapter XIV, Section 2 (handing over the declaration offering the injected gas as collateral) is fulfilled.
4. Duration of Contract: as of its entry into force, whichever occurs first, – until ..... 201x.
5. Borrower shall be entitled to initiate the Making Available of the Natural Gas Lent as of the entry into force of the Contract in as far as it fulfilled its payment obligation as per Chapter XII, Section 1. (a) in a way pursuant to Chapter XIII and has the capacities required for withdrawal and injection. MFGT shall not be obliged to Make such gas Available until Borrower meets its payment obligations and certifies the availability of capacities required for withdrawal and injection.
6. Withdrawal and Injection Schedule
  - 6.1. Starting day of withdrawing the Natural Gas Lent: ..... The withdrawal schedule of the Natural Gas Lent shall be specified in Chapter VII, Section 1 of this Contract.
  - 6.2. The closing day of injecting the last part of the Natural Gas for MFGT: \_\_\_20\_\_\_ The injection schedule of the Natural Gas Lent shall be specified in Chapter VII, Section 2 of this Contract.
  - 6.3. Closing day of injection:
    - a) in case of a recovery requirement from the Office, the gas day specified in the notification sent by MFGT – following the communication of the requirement to MFGT, in the absence of which:
    - b) the deadline determined jointly by the Parties in the Gas Loan Contract, which shall not be later than 30th April of the reference year

### III. General Terms

1. In issues not regulated by the Contract, the provisions of MFGT's Code of Business Conduct and the General Terms and Conditions (hereinafter referred to as ÁSZF) shall apply.
2. By signing this Contract, the Borrower shall acknowledge to have fully read and understood the content of ÁSZF herein mentioned – as available on the MFGT web page

([www.magyarfoldgazarolo.hu](http://www.magyarfoldgazarolo.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 the Hungarian Energy and Public Utility Regulatory Authority to be the same as the usual contracting practice.

3. Special conditions not stipulated in the ÁSZF shall be specified in this Contract.

#### IV. Rights and Obligations of the Parties

1. During the performance of this Contract, Borrower shall cooperate with MFGT, return the Natural Gas Lent by the deadline according to the schedule specified in Section VII, and pay the related fees according to this Contract.
2. Based on this contract, Borrower has the working gas capacity belonging to the stock of Natural Gas Lent. Capacities required for withdrawing and injecting the Natural Gas Lent shall be purchased from MFGT separately. Borrower understands that withdrawal and injection shall be governed by MFGT's ÁSZF, that is MFGT can guarantee the withdrawal and injection of the Natural Gas Lent only under the stipulations of the ÁSZF.
3. Under this contract – having regard to the energy quantity required for the start up of any natural gas storage site belonging to the unified storage facility –, the Natural Gas energy quantity to be contracted for Loan shall be at least 300 000 000 kWh. The Natural Gas energy quantity to be contracted for Loan can only be less than this amount if:
  - a. Borrower has a Right of Using Gas Loan with regard to a “remaining” Natural Gas energy quantity in addition to this Natural Gas energy quantity and;
  - b. the start up of the storage site is possible even in the case of this “remaining” quantity – having regard to the technological/technical conditions set forth in MFGT's Code of Business Conduct and
  - c. the parties agree on the timing and schedule thereof in this Contract.

4. Date and schedule for withdrawing and injecting the Natural Gas Lent from and into storage shall be specified in Section VII.
5. The Loan period shall equal to the number of gas days (each full or partial gas day qualifies as a full gas day) on which the working gas capacity stock belonging to the energy quantity of the Natural Gas Lent is registered to the Borrower's name in MFGT's IT system.

The shortest Loan period shall be: 4 (four) gas days, that is by the end of the 4th (fourth) gas day, the total amount of the Natural Gas Lent shall be re-injected into MFGT's storage site and MFGT shall be notified in writing to the effect that Borrower requests the re-transfer of the working gas capacity stock belonging to the returned quantity of Natural Gas Lent by MFGT to its own name.

6. Borrower shall have full financial liability to return to MFGT natural gas in an energy quantity equal to the Natural Gas Lent and in a quality specified in Chapter X, according to the schedule as per Chapter VII, Section 2. If any part of this section, with particular regard to the schedule specified for returning the Natural Gas Lent, is violated even once, it shall qualify as

a material breach of contract, resulting in the prompt execution of the bank guarantee or in MFGT's sale of the gas injected as a collateral and full liability for damages to MFGT.

7. Regarding the Natural Gas Lent pursuant to this contract, it is not possible to use MFGT's Flex Plus service.
8. MFGT shall not be obliged to lend any natural gas below or above the energy quantity of the Natural Gas Lent specified in Chapter VI herein, or to deviate from the schedule.
9. MFGT may refuse to make available and/or withdraw gas if following the conclusion of the contract, a material change has occurred in the Borrower's conditions or in the value or enforceability of the guarantee due to which the performance of the contract is no longer reasonably possible, and the Borrower fails to provide a due collateral upon request, or the Borrower lacks the capacities required for withdrawing and/or injecting the Natural Gas Borrowed.

#### **V. Delivery Point, Return Point, Transferring the Right of Disposal**

*Delivery Point:* the delivery point of the Natural Gas is within the unified natural gas storage.

*Return Point:* the return point of the Natural Gas is primarily within the unified natural gas storage, however Parties may jointly agree that the Borrower returns the Natural Gas Lent by transferring stored working gas to MFGT.

*Transferring the Right of Disposal:* Right of disposal and risks shall be transferred to the Borrower upon Making the Natural Gas Lent Available, or to MFGT upon the Return thereof.

#### **VI. Quantity and Value of the lent (delivered) and returned Natural Gas (energy quantity)**

Under this Contract, the quantity of the Natural Gas Lent which was lent to the Borrower and returned by the Borrower to MFGT shall be:

..... kWh

Upon lending and returning, the value of the Natural Gas Lent shall equal to its book value recorded in the Lender's books.

## VII. Schedule for Withdrawing (extracting) and Injecting (returning) Natural Gas Lent from and into Storage

### 1. Withdrawal

| Withdrawal                                      | energy quantity<br>(kWh/day)<br>(min – max)* | date (from - to days) |
|---|--|-----------------------|
| with scheduled delivery within the storage site | 300 000 000 kWh –<br>.....                   | .....20__ - .....20__ |

\*The (energy) quantity of the daily withdrawal capacity of Natural Gas Lent shall be determined in the context of the requisition received and its technical feasibility (pursuant to the provisions of MFGT's Code of Business Conduct).

### 2. Injection

| Injection                                     | energy quantity<br>(kWh/day)<br>(min – max)** | date<br>(from - to days)*** |
|---|---|-----------------------------|
| with scheduled return within the storage site | 300 000 000 kWh –<br>.....                    | .....20__ - .....20__       |
| Storage working gas delivery                  | 300 000 000 kWh –<br>.....                    | ....20__ - .....20__        |

\*\*The (energy) quantity of the daily injection capacity of Natural Gas Lent shall be determined in the context of the requisition received, its technical feasibility (pursuant to the provisions of MFGT's Code of Business Conduct) and the deadline of returning the loan.

\*\*\*The deadline of injecting (and Returning) the total quantity of Natural Gas Lent shall not be later than the last day of the first month of the injection period subsequently following the gas loan, or the date specified in Section 3 of this Chapter.

Returning from loan shall mean the whole of the .....kWh energy quantity set forth in Chapter VI, that is the fixed duration of the contract (as per Section II.5), as the deadline for Returning the gas shall also apply to the total quantity.

### 3. Returning the Natural Gas Lent if so required by HEPURA

MFGT was authorised to provide the “gas loan” service – subject to the stipulations of Section 141/G of the Gas Act and MFGT’s operational licence – under the condition that if so notified by HEPURA, it shall replace the full amount of the Natural Gas Lent until the deadline specified in the notification. Having regard to this, Borrower shall return to MFGT the energy quantity equal to the total of the Natural Gas Lent within the deadline specified in MFGT’s notification. Parties shall urgently agree on scheduling the Return. In as far as the parties fail to agree on the schedule, the energy quantity equal to the Natural Gas Lent shall be replaced in equal instalments – calculated for the gas days specified for the Return.

## VIII. Documenting Natural Gas Delivery/Acceptance

Parties shall settle the daily quantities of the Natural Gas Lent they deliver to and accept from each other according to Annex No. VI of the Code of Business Conduct.

## IX. Operative Flow of Information

The scheduled days and the daily minimum and maximum quantities of the Natural Gas Lent withdrawn from and returned in the storage site shall be agreed on by the Parties in Chapter VII. Actual daily nomination shall take place as per MFGT’s Code of Business Conduct. The contact details of the Storage Dispatching Service shall be contained in Chapter XVIII.

## X. Quality of the Natural Gas Lent

MFGT shall lend Natural Gas meeting the quality parameter specifications stipulated in Annex No. 11 of the Gas Act Implementation Decree, and Borrower shall return Natural Gas meeting the same quality parameters in the energy quantity equal to the Natural Gas Lent. In the event that the Borrower intends to return Natural Gas deviating from these quality parameters, Borrower commits a material breach of contract, and the Lender may refuse the takeover and become entitled to exercise the bank guarantee.

## XI. Parties’ Cooperation

1. Parties shall cooperate with the Transmission Company and the Transmission Operator in order to fulfil their obligations.
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.

## XII. Fee Payment

1. Fee payable by the Borrower: Loan Fee
  - a. The Loan Fee shall be the fee (including the working gas capacity fee related to the quantity of the Natural Gas Lent) payable by the Borrower for the period from Making the Natural Gas Lent Available to the Borrower until the Return thereof: ... HUF/kWh/day + VAT.
  - b. In addition to the Loan Fee, with regard to usage, as per the provisions of the MFGT's Code of Business Conduct, the following shall also be payable in relation to the withdrawal and the injection of the Natural Gas Lent: withdrawal and injection capacity fees and volume fees, Daily Peak + etc.

## XIII. Payment Conditions

The invoice on the Loan Fee is issued within 15 days from the date this contract takes effect, with a payment deadline of 15 days from issuance.

Method of issuing the invoice:

The fee for borrowing shall be determined on the basis of the Natural Gas Borrowed and the Loan period, and thus invoiced.

Volume and other service fees shall be invoiced according to the usual monthly routine.

The Loan period shall equal to the number of gas days between the day on which the gas was Made Available and the day it was Returned (each full or partial gas day shall qualify as a full gas day).

## XIV. Collateral

### 1. Bank Guarantee

Borrower shall provide to MFGT a valid, unconditional and irrevocable bank guarantee for payment issued by a certified credit institution accepted by MFGT, of which:

- the exclusive beneficiary shall be MFGT, and which
- *shall be in the amount: covering the market value of the Natural Gas Lent, that is EUR ....., that is ..... euros.*

which shall be calculated using the following formula:

CEGH\* Quantity Lent

where:

CEGH: Market price on which the bank guarantee is based, being the higher value of the following: (i) 18 EUR/MWh; (ii) the daily "Settlement Price" published on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, rounded to 3 decimal digits in EUR/MWh. If on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, no daily "Settlement Price" is published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, the last daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month.

<http://www.cegh.at/gas-futures-market>

In as far as the Borrower uses other storage service(s) and offered a bank guarantee as a payment collateral, the bank guarantee securing the fee of other storage services may not be set off from the bank guarantee amount due pursuant to this contract, except if considering its payment obligations in relation to the other services, the bank guarantee there provided covers the bank guarantee herein required.

- 1.1. The bank guarantee shall be valid and effective at least until 20\_\_.  
If the Borrower fails to return the Natural Gas Lent according to the schedule set forth in Chapter VII, Section 2 or Chapter VII, Section 3, or if the Borrower commits any other material breach of contract as per Section XV of this Contract, MFGT shall become entitled to call the full amount of the bank guarantee following it becomes aware of (i) even the slightest deviation from the schedule, or (ii) the material breach of contract. After the settlement of the amount required for procuring the missing gas quantity and the arising costs, the remaining part of the amount called shall be re-transferred to the Borrower.
  - 1.2. Any fee or cost related to the bank guarantee shall be borne by the Borrower.
  - 1.3. The early termination or the inappropriate modification of the bank guarantee shall qualify as material breach of contract.
2. If under the duration of the contract, the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month as specified in Section XIV.1 is on any day 10% higher than the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month and this is higher than or equal to 18 EUR/MWh, the Borrower shall - up to the extent of the increase - raise the amount of the bank guarantee offered as collateral, to cover the increased value of the gas quantity lent. Defaulting on this shall qualify as material breach of contract.

In the event that this obligation is not fulfilled, the Borrower shall be obliged to pay a daily penalty of HUF 1,000,000, that is one million forints from the first day of default.

In as far as the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month as specified in Section XIV.1 decreases by at least 20% under the duration of the contract, parties shall jointly review the extent of the collateral provided by the Borrower.

### 3. Injected Gas

In the event that the Borrower offered gas injected by the Borrower to secure other storage services, MFGT may freely dispose of the pledged injected gas in the following case:

- the Borrower fails to return the Natural Gas Lent according to the schedule set forth in Chapter VII, Section 3 in spite of the HEPURA notification specified in Chapter VII, Section 3. In this event, MFGT shall be entitled to use the gas injected by the Borrower for securing other storage services and to fulfil the HEPURA requirement therefrom. Such utilization shall not exempt the Borrower from paying the fees related to other storage services.

The declaration including the above shall form an inseparable part of this contract.

### XV. Breach of Contract, Penalty

Parties shall undertake to pay penalty in case of a material breach of contract.

Pursuant to the agreement between the parties, it shall qualify as a material breach of contract involving penalty if:

- Borrower defaults even once on any condition of the return schedule specified in Chapter VII, Section 2 or Chapter VII, Section 3;
- Borrower returns Natural Gas with energy quantity equal to that of the Natural Gas Lent, deviating from the quality parameters prescribed by Annex No. 11 of the Gas Act Implementation Decree;
- the value or enforceability of any collateral is terminated or significantly decreased, which the Borrower fails to supplement upon MFGT's request;
- the daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month as specified in Section XIV.1 increases by 10% under the duration of the contract, and the Borrower fails to accordingly increase the amount of the bank guarantee offered as collateral;
- Borrower delays the fulfilment of its payment obligation as per the loan contract, and fails to remedy such default when notified

The basis of the penalty shall be the market value of the natural gas lent at the time of lending ("CEGH AT VTP Front Month Single Day Select"\*Quantity Lent\*Exchange Rate), that is HUF.....

where:

CEGH: market price, being the higher value of the following: (i) 18 EUR/MWh; (ii) the daily "Settlement Price" published on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, rounded to 3 decimal digits in EUR/MWh. If on the day MFGT receives the Borrower's request for the conclusion of the Gas Loan contract, no daily "Settlement Price" is published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month, the last daily "Settlement Price" published in the "CEGH AT VTP Front Month Single Day Select" section for the month following the base month.

<http://www.cegh.at/gas-futures-market>

Exchange Rate: MNB HUF/EURO exchange rate applicable on the day of issuing the penalty notice

Amount of penalty: 1% of the penalty base for each day affected by the material breach of contract, but not exceeding 20% of the penalty base in total.

## **XVI. Terminating the Contract**

1. This Contract shall terminate when the Borrower returns the borrowed natural gas to MFGT-except for the cases of termination due to breach of contract.
2. Terminating the Contract by extraordinary termination.
  - a) Either party shall be entitled to terminate the contract in writing, without justification and with immediate effect after becoming aware of the other party's material breach of contract.
  - b) MFGT may terminate this contract with immediate effect if
    - Borrower defaults even once on any date or condition of the return schedule specified in Chapter VII, Section 2 or Chapter VII, Section 3, or
    - Borrower returns Natural Gas with energy quantity equal to that of the Natural Gas Lent, deviating from the quality parameters prescribed by Annex No. 11 of the Gas Act Implementation Decree; or
    - MFGT finds that a material unfavourable change has occurred in the Borrower's conditions, and the Borrower fails to provide a due collateral to MFGT upon request, or
    - Borrower obstructs the investigation relating to its solvency, or to the coverage, collateral or implementation of purpose of the Natural Gas Lent, or
    - Borrower's conduct to conceal assets threatens the possibility of returning the Natural Gas Lent, or
    - the value or enforceability of any collateral is terminated or significantly decreased, which the Borrower fails to supplement upon MFGT's request, or
    - Borrower fails to fulfil its obligations to increase the bank guarantee as set out in Chapter XIV, Section 1 on Guarantee, Subsection 2, or
    - Borrower delays the fulfilment of its payment obligation as per the loan contract, and fails to remedy such default when notified, or

- if anyone initiates a winding-up, bankruptcy or liquidation procedure against the Borrower, or
  - if a competent authority suspends or revokes its operational licence, or
  - due to a breach of contract deemed by MFGT as a material breach.
- c) Either Party may terminate this contract with immediate effect if
- if deceived by the other Party, and this affected the conclusion or the content of the contract.
3. In the event of extraordinary termination, the loan automatically expires and the Borrower shall return the full amount of the Natural Gas Lent to MFGT until the deadline specified in MFGT's notification. If the Borrower fails to return to MFGT the full amount of Natural Gas with energy quantity equal to that of the Natural Gas Lent within this period, MFGT shall become entitled to use the collaterals specified in Chapter XIV.
4. The party in breach of contract shall have full liability for the damage it caused, including particularly but not exclusively any damage (e.g.: public administration fines and third party damage) borne by MFGT due to the delay in or the failure of fulfilling the replacement obligation prescribed by HEPURA.
5. The Parties shall settle with each other when the contract is terminated.

## **XVII. Governing Law, Settlement of Disputes**

The provisions of Hungarian law, with particular regard to the stipulations of the Gas Act, the Implementation Decree, the Grid Code, the Civil Code and the Lender's Code of Business Conduct shall apply to the Contract and any arising disputes, along with the settlement of disputes.

The Parties shall agree to settle the disputes relating to this 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 Permanent Court of Arbitration (Budapest) operating at the Hungarian Chamber of Commerce and Industry, 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.

## XVIII. Miscellaneous Provisions

### 1. Contact Persons

**In issues related to the Contract:**

On behalf of the Lender: .....

Phone: .....

Fax: .....

email: .....

On behalf of the Borrower:

Phone:

Fax:

email:

**In issues of daily operative contact:**

On behalf of the Borrower: Borrower's person on duty

Phone:

Fax:

email:

On behalf of MFGT: Storage Dispatching Service

Phone: 52/362-574

Fax: 52/558-044

email:

### 2. Contract Amendment

This Contract may be amended in writing by way of contract amendment signed by the Parties' authorised signatories. Parties expressly exclude the possibility of oral amendment, or amendment by fax or email.

### 3. Invalid Provisions

If any of the provisions of this Contract is or becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions. In this case, the invalid, ineffective or unenforceable provision shall be replaced as soon as possible by the Parties with a provision the Parties would have agreed on at the time of concluding the Contract considering such invalidity, ineffectiveness or unenforceability, for the sake of the intended result. The same shall apply if a legal vacuum to be filled is exposed during the performance of the Contract

This Contract shall be valid together with the attached annexes, which shall form an inseparable part thereof.

Budapest, \_\_\_20\_\_

|                            |             |
|----------------------------|-------------|
| Hungarian Gas Storage Ltd. | System User |
| .....                      | .....       |