

## CONTRACT ON USING AND PROVIDING BUNDLED SEASONAL BASIC NATURAL GAS STORAGE 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 Private Company Limited by Shares**

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 Reg. 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

On 24<sup>th</sup> August 2017, MFGT publicly announced an open auction for every system user under the title of “Capacity Auction No. 2017/VII” to book available storage capacities via open auction (hereinafter referred to as Auction). During the auction a successful bid was submitted by the System User. MFGT accepted the System User’s bid. The bid constitutes Annex 2 to this Contract. Based on the Bid, Parties shall conclude the following contract on booking for the storage year 2017/2018.

## I SUBJECT AND DURATION OF CONTRACT

1. The subject of this Contract on Using and Providing Bundled Seasonal Basic Natural Gas Storage Service (hereinafter referred to as Contract) shall be:
  - a) The storage of natural gas owned by the System User, along with its firm injection into and withdrawal from the Hungarian underground gas storage facilities owned and operated by MFGT – with regard to bundling the capacity bundles awarded at the auction – according to the quantity parameters as per Chapter III and quality parameters as per Chapter IV. and
  - b) positive or negative HEG quantity nomination exceeding 10% of the daily nomination of the System User for the zero point of MFGT’s unified storage facility (Flex Plus Optional Service). The description and the applicable fees of the service are contained in Section 3 of the Code of Business Conduct. And
  - c) During nomination and re-nomination, System User may modify between each hour its hourly nominations for the rest of the day, for a fee, in excess of the tolerance range as per the Intraday Storage Flexibility (Intraday Nomination Plus) Optional Service. The description and the applicable fees of the service are contained in Section 3 of the Code of Business Conduct. Along with
  - d) providing withdrawal opportunity in the injection cycle, and injection opportunity in the withdrawal cycle for the System User via Storage Plus Optional Service. The description and the applicable fees of the service are contained in Section 3 of the Code of Business Conduct. Along with
  - e) providing further injection and/or withdrawal capacity (Daily Peak Plus Optional Service) in addition to the booked working gas, withdrawal and injection capacities specified as the subject herein. The description and the applicable fees of the service are contained in Section 3 of the Code of Business Conduct.
2. Pursuant to this Contract, MFGT shall – upon the contractual instruction of the System User – inject the natural gas taken over for the purpose of natural gas storage during the period as per Section I.4, shall keep it in its storage facilities and shall withdraw it in the period as per Section I.4, and shall provide Flex Plus Optional Service and/or Storage Plus Optional Service and/or Daily

Peak Plus Optional Service and/or Intraday Nomination Plus Optional Service based on the relating instructions of the System User.

3. This Contract shall be concluded for a definite period until 1st April 2018 at 6:00 hours.
4. Parties contract for using and providing a seasonal basic service and – as instructed by the System User and based on MFGT’s performance – Flex Plus Optional Service and/or Storage Plus Optional Service and/or Daily Peak Plus Optional Service and/or Intraday Nomination Plus Optional Service. The contractual injection cycle shall start at 6:00 on 1st April 2017, and shall end at 6:00 on 1st October 2017. The contractual withdrawal cycle shall start at 6:00 on 1st October 2017, and shall end at 6:00 on 1st April 2018. Flex Plus Optional Service and/or Storage Plus Optional Service and/or Daily Peak Plus Optional Service and/or Intraday Nomination Plus Optional Service can also be used in this period.
5. System User can use Flex Plus Optional Service if it nominates a HEG quantity exceeding 10% of its daily nomination.
6. System User can use the Intraday Nomination Plus Optional Service if during the hourly nomination, the sum of the absolute value of deviations between subsequent hourly nominations exceeds the 10% (tolerance range) of the first non-zero hourly nomination of the relevant gas day.
7. System User can use Storage Plus Optional Service if it requests gas movement opposite to the actual physical flow of the storage facility and/or the storage periods as per Section 4.
8. System User can use Daily Peak Plus Optional Service if MFGT has in advance announced the duration of the service and the available capacities on its website and the System User has recorded on MFGT’s IT Platform (SMCS) its additional booking request for the relevant gas days. 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 that given day. Other terms and conditions of using the service shall be contained in Annex No. 1.

## 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 the Hungarian Energy and Public Utility Regulatory Authority (HEPURA) 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 storage capacities available to the System User in the booked bundles are as follows:
 

storage working gas capacity:	kWh
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. Contracted capacities shall be booked for non-universal service purposes only, and cannot be subject to primary trading.
4. 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.
5. In case of a positive closing stock for the System User, MFGT shall be entitled to act according to Section 39 of HEPURA Decree No. 11/2016.
6. If required by the System User, further storage services are provided by MFGT for the System Users via optional and specific services, for which the Parties shall conclude a separate contract.
7. System User may use interruptible capacities as well, for which the Parties shall also conclude a separate contract.
8. 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%.
9. Pursuant to the Code of Business Conduct, MFGT shall be financially responsible for preserving the energy quantity of the actually injected gas, for its settlement and for the injection and withdrawal thereof according to Section III.1 of the contract.
10. 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 ensure more working gas

capacity, or to conduct withdrawal activities exceeding the actually injected working gas energy quantity.

11. System User shall submit also to MFGT the storage demand forecast with the date and content prescribed by Section 7.5.2.1 of the Grid Code.

#### 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.

#### 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. 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 nominated quantities allocated to the relevant storage facilities, and in case of non-performance, MFGT shall cover the surcharges and balancing costs incurred by the System User.

#### VI **OPERATIVE FLOW OF INFORMATION**

1. In the course of its daily activities, MFGT shall cooperate with the Transmission Company and the Transmission Operator 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 **STORAGE FEE**

1. System User purchased the capacities booked in Section III.1 in bundle.

One bundle contains:

- working gas capacity: kWh
- injection capacity: kWh/day
- withdrawal capacity: kWh/day

System User purchased        bundles.

The total price of purchased bundles is HUF        +VAT.

2. Parties agree to settle the fees arising from herein periodically, in equal monthly instalments pursuant to Section 58, Subsection (1) of Act No. CXXVII of 2007 on Value Added Tax (VAT Act). The bundle fee contains the storage capacity fee, excluding the injection volume fee and the withdrawal volume fee, which shall be paid by the System User according to the prevailing HEPURA Decree No. 13/2016 (XII.20.), based on the monthly volume, also excluding the fees of optional services used, as contained in Section 3.1 of the Code of Business Conduct.

The fees of FLEX Plus Optional Service and Storage Plus Optional Service and Daily Peak Plus Optional Service and Intraday Nomination Plus Optional Service shall be contained in Annex No. 1. Parties agree that in case of Flex Plus Optional Service and/or Storage Plus Optional Service and/or Daily Peak Plus Optional Service and/or Intraday Nomination Plus Optional Service, only the actual use of such services generates any payment obligation for the System User.

## 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 Natural Gas Storage Contract primarily via amicable negotiation.

Failing such settlement in any disputes arising from or relating to the Natural Gas Storage 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 enter into force 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:

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

.....

.....

Annexes:

- Annex No. 1: Description, fees and terms of using FLEX Plus Optional Service, Storage Plus Optional Service and Daily Peak Plus Optional Service and Intraday Nomination Plus Optional Service
- Annex No. 2: Successful bid submitted by the System User during the Auction
- Annex No. 3: Capacity fees payable by the System Users
- Annex No. 4: Declaration

## Annex No. 1

### Flex Plus Storage Service

Flex Plus Service allows positive or negative hydraulic balancing gas (HEG) nomination exceeding 10% of the Buyer's daily nomination for the zero point of the unified storage facility of MFGT, which then shall be allocated if used. This service is available to System Users with Natural Gas Storage Contract and storage capacity booking for the relevant storage year.

MFGT facilitates it for System Users with Flex Plus Service to provide positive or negative HEG quantities via the MFGT IT platform above 10% of the daily nominated quantity. The sum of the largest possible positive HEG quantity and the nominated quantity may not exceed the capacity available to the System User. The sum of the largest possible negative HEG quantity and the nominated quantity may not be less than zero.

Fee shall be paid only for the quantity allocated by MFGT in excess of 10% of the daily nominated quantity.

If MFGT allocates the nominated quantity, System User shall pay the fee specified in Section 3.1 of the Code of Business Conduct.

If the allocated HEG quantity does not exceed the 10% of the System User's daily nominated quantity: it shall be part of the basic service.

If the allocated HEG quantity exceeds the 10% of the System User's daily nominated quantity, the fee for the Flex Plus Optional Service shall be 0.065 HUF/kWh/day + VAT for the amount above 10% of the daily nominated quantity.

The financial settlement and invoicing of the Flex Plus Optional Service shall be performed posteriorly at the beginning of the month following the reference month by settling the volume fee, and shall be based on the daily value actually allocated by MFGT above 10% of the daily nominated quantity.

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 Flex Plus Optional Service. The payment deadline of the invoice shall be 30 calendar days from the date of issue.

Payment, guarantee and financial guarantee conditions not regulated by HEPURA Decree No. 11/2016 (XI.14.) and 13/2016 (XII.20.) or by MFGT's Code of Business Conduct shall be determined according to the agreement between the contracting parties.

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.

In addition to the above, Annex No. 4.11 of the Code of Business Conduct (template contract) shall be applicable to the service.

## Storage Plus Service

Storage Plus Service allows the System Users to move gas on an interruptible basis in the direction opposite to the actual physical flow at the storage facility and/or the direction of flow announced for the relevant period. This means that they will be able to perform injection during the withdrawal cycle, and withdrawal during the injection cycle, regardless of the actual physical direction of flow at the storage facility.

This is possible in two ways:

- either by opposite direction supply at the zero point of the unified storage facility
- or by starting up a storage facility in the flow direction opposite to that of the announced storage cycle.

Anyone intending to use the Storage Plus Service shall make sure that for performing the transmission, all the conditions prescribed for the service are met with regard to the Natural Gas Transmission (FGSZ) system. MFGT shall assume liability exclusively for providing the storage service, while the transmission service shall be provided by FGSZ.

The fee charged for the Storage Plus storage service is 0.325 HUF/kWh/day.

Storage Plus Service fee shall be payable in the event of using injection and withdrawal service in the direction opposite to the direction of flow announced for the relevant period according to quantities thus injected or withdrawn.

The financial settlement and invoicing of the Storage Plus Service shall be carried out posteriorly, based on the quantities actually allocated.

For the days when MFGT interrupts the Storage Plus Service, System User shall not pay the fee up to the extent of interruption.

System User shall pay the injection and withdrawal volume fees related to using the Storage Plus Service in line with the capacities booked in the annual storage contract, at fees calculated pursuant to HEPURA Decree No. 13/2016 (XII.20.).

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.

The detailed description of the Storage Plus Service is contained in Annex No. 9 of the Code of Business Conduct, while the contract template is attached thereto as Annex No. 4.7.

## Daily Peak Plus Service

The subject matter of the 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.

Within Daily Peak Plus Natural Gas Withdrawal/Injection service, the System User can purchase additional daily withdrawal/injection capacity to complement its booked withdrawal/injection capacity. Daily withdrawal/injection peak capacity thus booked facilitates 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 Daily Peak Plus Natural Gas 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 daily withdrawal/injection capacity can be used together.

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

- actually available additional daily withdrawal/injection capacity exists and
- there are no technical obstacles preventing the provision of additional 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 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.

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 day.

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) specified in the contract shall be entitled to make nominations in connection with the Daily Peak Plus withdrawal/injection peak capacity service. The specific Contract on Using and Providing Daily Peak Plus Withdrawal/Injection Peak Capacity is concluded by and between the parties for the given gas day when MFGT accepts the capacity request.

The service fee shall be 0.325 HUF/kWh/day.

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

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.

The 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 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.

Template contracts for the Daily Peak Plus Service as a separate, optional service shall be contained in Annex No. 4.12 and 4.13 of the Code of Business Conduct.

### **Intraday Nomination Plus Optional Service (Intra Gas Day Storage Flexibility)**

Intra Gas Day Storage Flexibility service allows the System User during nomination and re-nomination to modify between each hour its hourly nominations for the rest of the day, for a fee, in excess of the specified tolerance range.

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

Calculation of the quantity subject to fee 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 value of the tolerance range specified in the contract, the quantity of the optional service above the tolerance range shall be subject to fee payment.

The storage service fee for Intra Gas Day Storage Flexibility shall be 0.325 HUF/kWh/day.

If the absolute value of deviation between the first non-zero hourly nomination and the subsequent hourly nominations does not exceed the tolerance range, Intra Gas Day Storage Flexibility service shall be: free of charge.

MFGT shall be entitled to interrupt the Intraday Storage Flexibility optional service. In the event that the System User's nomination is cut back, the reduced amount shall be the basis of fee payment.

The financial settlement and invoicing of the Intra Gas Day Storage Flexibility Optional Service shall be performed posteriorly at the beginning of the month following the reference month, based on the daily value of the absolute deviation between the daily hourly nominated quantities submitted on MFGT's IT Platform, in excess of the tolerance range.

A statement and an invoice based on the statement shall be sent by MFGT to the System User on the fees related to using the Intra Gas Day Storage Flexibility Optional Service. The payment deadline of the invoice shall be 30 calendar days from the date of issue.

Payment, guarantee and financial guarantee conditions not regulated by HEPURA Decree No. 11/2016 (XI.14.) and 13/2016 (XII.20.) or by MFGT's Code of Business Conduct shall be determined according to the agreement between the contracting parties.

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.

In addition to the above, Annex No. 4.17 of the Code of Business Conduct (template contract) shall be applicable to the service.