



Network User Membership Agreement

Annex I. of the Operational Rules of the Capacity Booking Platform (Regional Booking Platform)

Applicable from 1 October 2018

**Network User Membership Agreement
for the Usage of the Capacity Booking Platform
(Regional Booking Platform)**

Hereinafter referred to as **Agreement**,

entered into between,

FGSZ - Földgázz szállító Zártkörűen Működő Részvénytársaság

Seated: H-8600 Siófok, Tanácsház u 5.

Postal address: H-8600 Siófok, Tanácsház u. 5. (P.o. Box 102.)

Account keeping financial institution: ING Bank N.V. Magyarországi Fióktelepe

Bank account number: HU08 1370 0016 0420 0013 0000 0000

SWIFT code: INGBHUHB

Statistic code: 12543331-4950-114-14

VAT number: 12543331-2-14

Company registration no.: 14-10-300230 Registered at Kaposvári Törvényszék

referred to as **RBP Operator**

and

Seated:

Postal address:

Account keeping financial institution:

Bank account number:

Statistic code:

VAT No.:

Company registration no.:

to as **Network User Member**

referring together as: **Parties**

signed on the date and place below, with the following terms and conditions.

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1. Subject of the Agreement

The Regional Booking Platform (hereinafter RBP) offers and allocates standard and non-standard bundled and unbundled capacity products on behalf of TSO Members to Network User Members at entry and exit points as listed on RBP's official website (<https://rbp.eu>) through the RBP Application, as well as it provides secondary capacity trading market and other services.

- 1.1. The RBP Operator undertakes to provide access for Network User Members to the RBP Application.
- 1.2. The RBP Operator provides Network User Members with the service to bid for and obtain allocated capacity products as unbundled or bundled capacity product complying with the CAM NC.
- 1.3. Parties acknowledge that FGSZ acts as the RBP Operator as well as TSO Member without any separate agreement. Parties acknowledge that no conflict of interest exists in this regard.
- 1.4. The Network User Member acknowledges that RBP might be expanded and developed by the RBP Operator.
- 1.5. The definitions used in the Agreement are equivalent to those of the Operational Rules.

2. Rights and Obligations of RBP Operator

- 2.1. It is the right and the obligation of the RBP Operator to elaborate and maintain the Operational Rules.
- 2.2. The RBP Operator shall be obliged to provide the TSO Members and Network User Members upon their request with access to the RBP Application as defined in the CAM NC and the Operational Rules.
- 2.3. RBP Operator shall be obliged to automatically take into account the necessary regulatory changes when developing RBP. This shall be carried out within the framework of the RBP Operator's established development and change request protocol.
- 2.4. The RBP Operator acknowledges its obligation to ensure RBP's continuous operation: 24 hours availability per 7 days a week. The list of the hardware and softwares essential for the operation of the RBP as well as the BCP (Business Continuity Plan) and DRP (Disaster Recovery Plan) processes are accessible on the RBP portal under the Information Technology Provisions. The RBP Operator shall be entitled to fulfil its contractual obligations arising from this Agreement via subcontractors as well.
- 2.5. The RBP Operator's obligation to ensure RBP's continuous operation shall exist within the framework of the current state of technology and the technological availability of RBP. The RBP Operator shall be entitled to reduce or suspend the availability of different functions and services of RBP in cases of technical error or perturbation, including without limitation interruption of power supply and telecommunication networks, breakdown of RBP caused by hardware or software error within or outside of RBP. The RBP Operator shall notify immediately the affected TSO Members and Network User Members. The RBP Operator shall make all necessary efforts within the limits of what is economically justifiable in order to restore all functions and services of RBP within the shortest possible time. TSO Members' and Network User Members' rights and obligations using RBP shall be considered as lifted in such cases.

- 2.6. The RBP Operator shall operate RBP as stipulated in the Operational Rules and the Information Technology Provisions.
- 2.7. Network User Members access RBP on a certificate-based, personalised access. Legal or natural persons willing to apply for Network User Member representative or Network User Member controller access to RBP's services, as stipulated in the Operational Rules, shall complete the Network User Member Registration Form available on RBP Portal accordingly.
- 2.8. Network User Members' access to the capacity auctions of TSO Members depends on the validation of the TSO Member(s) according to the Operational Rules.
- 2.9. The RBP Operator acknowledges and provides that Network User Members' access rights to RBP and bidding rights on the relevant RBP auctions validated by relevant TSO Members at a network point cannot be denied by the RBP Operator itself.
- 2.10. The RBP operator guarantees that from RBP no harmful content will enter into the Network User Members' information systems. RBP is free from any malevolent software (virus, malware, spyware etc.) and it is protected by professional anti-virus and firewall solutions as detailed in the Information Technology Provisions.
- 2.11. The RBP operator guarantees the management and protection of all confidential or sensitive data. Confidential information shall only be accessible by the relevant Party or Parties. Information on the RBP Operator's data protection policy is available under the <https://rbp.eu/privacy-policy> web address.
- 2.12. In case of allocating unbundled capacities, the RBP Operator shall act according to the TSO Member's decision.
- 2.13. In case of allocating bundled capacities, the RBP Operator shall process unbundled capacities uploaded by TSO Members and bundle them into bundled capacity according to the Operational Rules.
- 2.14. Having completed the bundling process, the RBP Operator shall act upon the relevant TSO Member's decision regarding the remaining unbundled capacity.
- 2.15. The RBP Operator shall organise and conduct ascending clock or uniform price capacity auctions in accordance with the Operational Rules and the Auction Calendar. The RBP Operator shall publish the agreed Auction Calendar on the RBP Portal and in the RBP Application as well.
- 2.16. In the ascending clock and uniform price capacity auctions, the RBP Operator acts as the agent of the TSO Member(s). Acting within this role, the RBP Operator offers the capacity products to Network User Members and announces the result of the auctions on behalf of the TSO Member(s).
- 2.17. The RBP Operator shall keep the RBP Application in appropriate conditions to receive, check and process auction bids from validated Network User Members as detailed in the Operational Rules.
- 2.18. The RBP Operator shall allocate capacities to Network User Members according to the result of the relevant ascending clock auction (annual yearly, annual quarterly, rolling quarterly and rolling monthly auctions) or uniform price auction (rolling day-ahead and within-day auctions).
- 2.19. The RBP Operator provides secondary capacity trading and other services for the Network User Members.

- 2.20. The RBP Operator shall announce the results of the capacity auctions and inform the Network User Members and TSO Member(s) according to the Operational Rules.
- 2.21. The Auction Result Confirmation shall be considered the only official and authentic way of announcement of the capacity allocated via the given auction. The RBP Auction Confirmation shall be a document digitally signed by RBP Operator. This confirmation substantiates network usage contract(s) between TSO Member(s) and Network User Members. All relevant terms and conditions other than those disclosed in the Auction Result Confirmation are subject to the applicable national regulation of the relevant TSO Member.
- 2.22. The RBP Operator shall keep an archive of data and documents generated during the registration, and auction processes relevant to the Network User Members and TSO Members, including the Auction Result Confirmations for 10 calendar years, at least.
- 2.23. The TSO Member shall provide all contractual terms and conditions (other than those stipulated in the Auction Result Confirmation) that are relevant to the individual network usage contracts.
- 2.24. Network User Members shall be informed of the list of TSO Members, network points and capacity products allocated via the RBP. This information shall be available on the RBP Portal.
- 2.25. The RBP Operator, as agent of the TSO Members operates the RBP Application and shall be in charge of the regular operation of the auction processes, including the announcement of the results as well. Except for the TSO Member operating the RBP, the RBP Operator shall not be responsible for any question and decision within the authority of the TSO Members, and shall expressly not be responsible for contractual terms and conditions established between the TSO Members and Network User Members.

3. Minimum Requirements regarding the Rights and Obligations of TSO Members

- 3.1. TSO Members shall agree with the RBP Operator about the network points and capacity products to be allocated on the RBP. This agreement shall be done in a timely manner so as to enable the running of all procedures of the Operational Rules.
- 3.2. The rights and obligations of the TSO Members towards the Network User Members are the following:
 - a. to authorise the participation in a given capacity auction,
 - b. to set and maintain the financial limit of registered and validated Network User Members.
- 3.3. TSO Members shall be responsible for archiving and managing all their contractual terms and conditions, and make it available for those Network User Members with which they concluded network usage contracts thereto.
- 3.4. TSO Members shall be responsible to inform Network User Members about all relevant contractual terms and conditions other than detailed in the RBP Auction Result Confirmation via their official website.

4. Rights and Obligations of Network User Members

- 4.1. Legal entities and natural persons shall be entitled to register themselves on RBP as Network User Member. By signing the present Agreement, the Applicant Network User expressly accepts and agrees with the terms and conditions stipulated in the Operational Rules
- 4.2. Should the registration data of the Network User Member change, it is to be provided to the RBP Operator without undue delay.
- 4.3. Registered Network User Member shall be entitled to register their representatives (natural persons) acting on behalf of the respective Network User Member on the RBP.
- 4.4. Registered Network User Member shall undergo a validation procedure conducted by TSO Member(s) in order to be able to participate in capacity auctions.
- 4.5. Network User Member validated by the relevant TSO Member(s) operating a given entry/exit point – let it be either physical or virtual - shall be entitled to access the capacity auctions run for the relevant entry/exit point and place, modify and withdraw bids for the relevant auctions run by the RBP Operator. Network User Member's bidding activity shall be limited by the financial limit set by the relevant TSO Member(s).
- 4.6. Once the relevant bidding round closes, and Network User Members have valid bid or bids, such bid(s) shall become irrevocable binding commitments to book capacity to the amount requested per announced price, provided the clearing price of the auction is that announced in the relevant bidding round.
- 4.7. Network User Member acknowledges and approves that the Auction Result Confirmation about the result of the successful auction shall create valid, effective and concluded network usage contract between the relevant TSO Member(s) and the Network User Member. All relevant conditions of such a network usage contract shall be stipulated in RBP Operator's Auction Result Confirmation. All relevant terms and conditions other than those disclosed in the Auction Result Confirmation are subject to the applicable national regulation of the relevant TSO Member. TSO Members shall be responsible for informing Network Users Members about all the relevant contractual conditions other than detailed in the RBP Auction Result Confirmation.
- 4.8. Network User Member validated by the relevant TSO Member(s) operating a given entry/exit point – let it be either physical or virtual - shall be entitled to access the capacity auctions run for the relevant entry/exit point and place, modify and withdraw bids.
- 4.9. The Network User Member accepts that capacity products shall be offered and allocated on the RBP Application via the applicable auction procedures. Network usage contracts shall be concluded upon successful auction procedure, as officially announced by the RBP Operator via the Auction Result Confirmation.
- 4.10. Network User Member has no right to withdraw from any network usage contract resulting from a valid and successful auction.
- 4.11. Network User Member accepts that bundled capacity products shall remain bundled with its originally contracted conditions under the whole duration of the respective network usage contract, including secondary capacity market and CMP transactions.
- 4.12. Network User Member shall guarantee that from the Network User Member's information systems no harmful content will enter into RBP Operator's information systems and no act reducing the business and IT operations of RBP is undertaken by the Network User Member.

5. Development and Change Request Management on RBP

- 5.1. Network User Members and TSO Members of the RBP have the right to request development of new functions or to propose changes to existing functions with regard to the functionality and services of the RBP.
- 5.2. TSO Members or Network User Members may submit such requests individually or collectively at any time.
- 5.3. The RBP Operator is obliged to examine the development or change request and provide information in written form about the its:
 - a. feasibility,
 - b. implementation time,
 - c. cost.
- 5.4. The TSO Member(s) or Network User Member(s) shall decide and notify the RBP Operator in a written notice whether to sustain their developmet or change request or to abandon it based on the information provided by the RBP Operator.
- 5.5. The costs of the development or change request shall be attributed individually or collectively, as appropriate, to the TSO Member(s) or Network User Member(s) submitting and sustaining the development or change request.

6. Fees and Expenses

Capacity allocation via auctions and related information provision services on RBP are free of charge for registered Network User Members, according to their access rights.

In case the operation of RBP shall be expanded with further functions and services, the RBP Operator, in accordance with the decision of the TSO Members, shall be entitled to propose fees for additional functions and services, which is governed by a separate agreement of the relevant parties related to the specific service.

7. Provisions for Operating Hardware and Software Solutions, IT Security and Copyright

- 7.1. The RBP Operator shall ensure the continuous availability and protection of the RBP Application and the RBP Portal and its system elements as well as the confidentiality, integrity and availability of data processed and handled on the RBP Application in a way that is proportional to the arising risks.
- 7.2. While carrying out this responsibility, the RBP Operator shall act as detailed in Information Technology Provisions.
- 7.3. The RBP Application and the RBP Portal are fully subject to Hungarian law on copyright, trademarks and, in general, on intellectual property.
 - a. The general structure, software, texts, know-how and more generally all information and content disclosed under this Agreement are the property of FGSZ Ltd. or FGSZ Ltd has the exclusive rights to use or exploitation.

- b. Any unlicensed use, modification, reproduction, distortion, of all or part of RBP Application and the RBP Portal, constitutes an infringement that may involve legal proceedings.
- c. This Agreement does not grant any licence for the use of general structure, software, texts, know-how and more generally any information content.

8. Limitation of Liability

The Network User Member accepts that it is its sole duty to assess the risks related to the usage of the RBP Application and the RBP Portal, as well as it is the Network User Member's responsibility to ensure the safe operation of its own information technology systems and the protection of the data stored therein. The Parties agree that the RBP Operator excludes all liability for compensating damages except in the cases of wilful harm, gross negligence or criminal offense.

The Parties expressly agree that the RBP Operator's liability is excluded for any consequential damage (loss of profit or business, indirect damages, loss of business opportunities, commercial damage or loss of revenue, etc.).

The RBP Operator shall not be liable for any damage caused by Force Majeure, or other events outside its control, including, but not exclusively:

- i. the use of RBP or its malfunction,
- ii. caused by the delay of information transmission,
- iii. caused by computer viruses,
- iv. software error, Internet network error or other error of technical kind,
- v. line or system error.

The Parties agree that free service provision to the Network User by the RBP Operator compensates the Network User's disadvantage of excluding the RBP Operator's liability for contractual breaches in the above cases.

In case of termination of the present Agreement due to contractual breach by the Network User Member, the RBP Operator reserves the right to claim damage compensation.

In any case, where the RBP Operator may be held liable for damages, the Parties expressly agree that the aggregated annual amount of compensation to be paid by the RBP Operator to the other Party cannot exceed HUF 25,000,000 (twenty-five million Hungarian forints)/year.

9. Term and Termination of Agreement

- 9.1. Present Agreement is signed for indefinite period. The entry into force of the Agreement is the date indicated below as signature date by the Parties
- 9.2. Termination
 - 9.2.1. Termination by mutual agreement

The Parties may terminate this Agreement at any time by written agreement upon mutually agreed terms and conditions; provided that any such termination is lawful.

9.2.2. Ordinary Termination

Either Party may terminate this Agreement without cause by sending a written notice of termination to the RBP Operator 30 days prior to the intended termination date.

9.2.3. Extraordinary Termination

The Network User Member or the RBP Operator may terminate the Agreement by giving a written notice of termination upon the occurrence of any of the following events, unless such event results from an event of Force Majeure:

- a. Repeated or major breach or non-performance of the obligations of this Agreement, or the Operational Rules,
- b. The dissolution of Network User Member,
- c. If the Network User Member disagrees with the amendment of the RBP Operational Rules. In this case the Network User Member shall have the right to terminate the present Agreement by giving a written notice within 15 days from publishing the modification of the Operational Rules on the RBP Portal. The effective date of termination in this case shall be on the day when the modification of the Operational Rules enters into force.

9.2.4. The termination shall only be valid in relation of the RBP Operator and the Network User Member that submits the termination notice or whose membership is terminated. The effective day of the termination – unless otherwise stated – shall be 15th calendar day following the receipt of the notice. After receipt of the termination notice the relevant Network User Member shall not be entitled to take part in any further capacity auction on RBP.

9.3. The Parties acknowledge that the termination of this Agreement due to any reason does not have any effect on the validity and enforceability of the network usage contracts concluded via the RBP Application.

10. Force Majeure

If the fulfilment becomes impossible due to causes for which none of the Parties are responsible, the Agreement shall not terminate automatically. The Party, which first becomes aware of the cause, shall be obliged to inform the other Party in written form immediately, explaining the cause and circumstances, and initiate consultation within 8 days. The consultation shall be done within 10 days.

The Parties shall record the minutes of the consultation, in which they register their agreement containing the efforts to be made to remedy the cause of Force Majeure, their responsibilities and, in case if it is possible, the required period of time for the action.

Unless agreed in written form by the Parties, the required period of time to remedy the cause of the Force Majeure shall be added to the above consultation deadlines.

In case the Force Majeure is expected to last longer than 30 days, and no agreement is reached, the Agreement shall terminate on the following calendar day.

In case when no agreement is reached between the Parties in the consultation, the Parties shall proceed with the settlement related to the termination of the Agreement without any undue delay, if required.

If the Force Majeure is outside of the liability of the Party, the Party shall be obliged to demonstrate a written notice issued by the competent authority about the Force Majeure upon the request for the other Party.

Parties shall be obliged to immediately inform each other in a written form about the expected occurrence of the Force Majeure or the impossibility of the fulfilment, and its expected timeframe. The Party providing no or delayed information shall be held liable for any damages arising from the lack of timely information about the Force Majeure even in the case when none of the Parties, or the other Party is held responsible for the Force Majeure.

11. Confidential Information

By signing and fulfilling the present Agreement, the Parties declare that all information or data coming to their knowledge in any way regarding the other Party and its activities shall be considered as business secret, which they are not allowed to disclose to any Third Party. The Parties shall not make such information accessible and cannot use the information for purposes other than the fulfilment of the present Agreement.

The said confidentiality obligations do not include information:

- a) which is accessible for the public, or which shall become public beyond the competence of the receiving Party in the future,
- b) which have already been provably known by the receiving Party prior to the Agreement, or
- c) which have become known by the receiving Party through a Third Party not bound by a confidentiality agreement regarding the Party that the information refers to,
- d) which was required to be disclosed pursuant to laws, market regulations, ordinances of competent authorities or courts, up to the preset limit and predefined entities.

Confidentiality obligations shall not be affected by the termination or expiry of the Agreement. The provisions of the present Article shall continue to be in force for 5 years after the termination or expiry of the present Agreement.

12. Governing Law

The rights and obligations of the Parties under this Agreement shall be governed by the laws of Hungary.

13. Dispute Resolution

If any dispute, controversy or claim of any kind whatsoever ("Dispute") shall arise between the Parties in connection with or arising from this Agreement, the Parties shall attempt to settle them in good faith.

The Parties agree that disputes related to the present Agreement that cannot be settled in good faith shall be referred to the exclusive jurisdiction of the District Court of Siófok or the Tribunal of Kaposvár, depending on the value of the claim according to Law No. III of 1952 (Code of Civil Procedure).

14. Representation and Warranties

Each of the Parties hereby represents and warrants to the other Party that:

- a. It is duly incorporated and existing under the Laws of its jurisdiction and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof, and that there are no proceedings pending, or to the best of its knowledge, threatened of liquidation.
- b. To have been obtained all regulatory licenses required for lawful operation at the time of signing the Agreement.
- c. There are no actions, suits, or proceedings pending or, to the Party's knowledge, threatened, against or affecting the Party before any court or administrative body or arbitral tribunal that might adversely affect the ability of the Party to meet and carry out its obligations under this Agreement, and
- d. the present Agreement has been duly authorised according to the Party's corporate regulations, and constitutes the legal, valid and binding obligations of such Party, enforceable in accordance with the terms hereof and does not contravene any provision of, or constitute a default under any other agreement or instrument to which it is a party or by which it or its property may be bound or any of the laws.
- e. The Parties warrant that any personal information received and processed by them in connection with the conclusion and performance of the present Agreement in question, or acquired in any other way with reference to the contract, is treated in accordance with the applicable legal regulations on the protection of personal data, in particular with the provisions of Act CXII of 2011 on the Right of Informational Self Determination and on Freedom of Information (Privacy Act) and Regulation EU 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (GDPR).

15. Notices

Unless expressly otherwise provided for in this Agreement, all notices or other communications – excluding the documents generated by the RBP Application - to be given or made hereunder shall be in writing, shall be addressed for the attention of the person indicated below and shall be delivered personally or sent by prepaid post or by fax. All notices given by fax shall be confirmed in writing

delivered or sent as aforesaid but the failure to give such confirmation shall not invalidate the original notice. The language of all notices shall be either English or Hungarian.

a. In case of the RBP Operator:

Address: Tanácsház utca 5, Siófok 8600

Fax No.: +36-84-505-592

Attention: FGSZ Ltd., RBP Operation

b. In case of the Network User Member:

Address:

Fax No.:

Attention: (name), (title)

or other addresses and fax numbers as any Party previously notified the other Party.

All notices shall be effective upon actual receipt.

16. Severability of Provisions

If any tribunal under the present Agreement holds that any provision of this Agreement is invalid, void or unenforceable, such invalidity, voidness or unenforceability shall only apply to that provision, and shall not render the entire Agreement or any other provision hereof invalid, void or unenforceable and all other provisions hereof shall remain in full force and effect unless the Parties would not have entered into this Agreement without such invalid, void or unenforceable provisions.

17. Waiver

No waiver by either Party of its rights related to the event in which the other Party fails to perform any of the provisions of this Agreement:

- a. shall operate or be construed as a waiver of its rights in the event of any other or further default whether of a like or a different character; or
- b. shall not be effective unless made in writing in the form of a declaration on waiver and duly executed by a duly authorized representative of the Party making such waiver

Neither the failure by either Party to insist on any occasion on the performance of the terms, conditions and provisions of the present Agreement nor time or other indulgence granted by one Party to the other shall act as a waiver of rights.

18. Amendment

This Agreement may only be amended or modified with mutual agreement by a written instrument signed by both Parties.

19. Entire Agreement

This Agreement represents the entire understanding between the Parties in relation to this subject matter hereof. All prior written or oral understandings, offers or other communications of any kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

20. Assignment

Neither Party may assign its rights or transfer its obligations hereunder.

21. Other Contractual Arrangements

The Parties shall be entitled to enter into contractual arrangements with other parties only to the extent that such arrangements do not prevent them from fulfilling their obligations hereunder.

22. Number of Copies

The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

Dated:,

On behalf of the RBP Operator:

.....

On behalf of the Network User Member:

.....

Annexes:

1. Amendment No. 1. of the Network User Membership Agreement of the Regional Booking Platform
2. REMIT Reporting Agreement



Amendment No. 1. of the Network User Membership Agreement of the Regional Booking Platform

**Amendment No. 1. of the Network User Membership Agreement
for the Usage of the Capacity Booking Platform
(Regional Booking Platform)**

Hereinafter referred to as **Amendment No. 1.**,

entered into between,

FGSZ - Földgázz szállító Zártkörűen Működő Részvénytársaság

Seated: H-8600 Siófok, Tanácsház u 5.

Postal address: H-8600 Siófok, Tanácsház u. 5. (P.o. Box 102.)

Account keeping financial institution: ING Bank N.V. Magyarországi Fióktelepe

Bank account number: HU08 1370 0016 0420 0013 0000 0000

SWIFT code: INGBHUHB

Statistic code: 12543331-4950-114-14

VAT number: 12543331-2-14

Company registration no.: 14-10-300230 Registered at Kaposvári Törvényszék

referred to as **RBP Operator**

and

Seated:

Postal address:

Account keeping financial institution:

Bank account number:

Statistic code:

VAT No.:

Company registration no.:

to as **Network User Member**

referring together as: **Parties**

signed on the date and place below, with the following terms and conditions.

The Parties establish that a Network User Membership Agreement (NUMA) was concluded between them dated

1. Subject of Amendment No. 1.

- 1.1. Amendment No. 1. shall stipulate the provisions of the Capacity Booking Platform Regulation (Operational Rules of the Regional Booking Platform) that shall not be applied by Gas Connect Austria GmbH and FGSZ Ltd. at the interconnection point Mosonmagyaróvár (EIC: 21Z0000000000003C).
- 1.2. The acceptance of the present Amendment No. 1. by the Network User Member is a prerequisite to participate in capacity allocation procedures and any other capacity transaction at the interconnection point Mosonmagyaróvár.

2. List of Exempted Provisions

- By duly signing the present Amendment No. 1., the Network User Member agrees, accepts and acknowledges that the following provisions shall not apply pursuant to Article 1.1. of Amendment No. 1. at the interconnection point Mosonmagyaróvár.
- Solely in relation to Gas Connect Austria GmbH:
 - Article 2.3. par. 2.
 - Article 3.2. in its entirety.
 - Article 3.6. in its entirety.
 - Article 3.10. in its entirety.
 - Article 5.1. in its entirety.
 - Article 11.1.1. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 11.1.2. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 11.1.3. the title shall be read without “or as bundled or unbundled capacity product”
 - Article 12. xiii. in its entirety.
 - Article 12. xvii. in its entirety.
 - Article 15. v., vi. and ix. in their entirety.
 - Article 16. in its entirety.
- Jointly in relation to Gas Connect Austria GmbH and FGSZ Ltd as adjacent TSOs:
 - Article 2.4. in its entirety.
 - Article 3.1. the title shall be read without “Bundled and unbundled”
 - Article 3.1. shall be read as follows:
The title shall be read without “Bundled and unbundled.”
“Based on the rules described in the CAM NC, RBP offers the possibility to adjacent TSO Members or other system operators for offering their capacity jointly in bundled and unbundled capacity auctions.
Network Users shall be able to obtain such capacities via auctions as defined in the CAM NC.”
 - Article 12. ii. a) shall be read as follows:
“in case of capacities allocated in a bundled way, the capacity offered by the TSO Member will undergo a bundling procedure. The ‘Set’ status indicates that the capacity bundling has taken place.”
 - Article 12. xii. in its entirety.

3. Miscellaneous

3.1. The present Amendment No.1. shall be applied from 1 January 2017.

3.2. For the avoidance of doubt, the above exemptions listed under Article 2. of Amendment No. 1. shall not be applied to any capacity that is allocated at any other network point on the Regional Booking Platform.

3.3. The terms and provisions of the Network User Membership Agreement not modified by the present Amendment No1. shall remain unchanged, applicable and effective.

4. Number of Copies

4.1. The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

Dated:,

On behalf of the RBP Operator:

.....

.....

On behalf of the Network User Member:

.....

.....

REMIT Reporting Agreement

**AGREEMENT ON REPORTING ON BEHALF OF ENTITIES WISHING TO REPORT
RECORDS OF SECONDARY MARKET TRANSACTIONS ACCORDING TO REMIT
IMPLEMENTING REGULATION NO. 1348/2014 EC**

Hereinafter referred to as “**Agreement**”,

Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság

Registered seat: 8600 Siófok, Tanácsház u. 5.

Mailing address: 8600 Siófok, Tanácsház u. 5. (Pf. 102.)

Account holding bank: Hungarian Branch of ING Bank N.V.

SWIFT (BIC): INGBHUHB

IBAN account number: HU08 1370 0016 0420 0013 0000 0000

Invoicing address: FGSZ Zrt. Számvitel 8601 Siófok Pf. 8.

Statistics number of the Company: 12543331-4950-114-14

Tax number: 12543331-2-14

Court of Registration and company registration No.: Court of Registration of the Court of Justice of Kaposvár

Cg: 14-10-300230

hereinafter referred to as “**RRM Service Provider**”

and

.....

Registered seat:

Mailing address:

Address for receipt of invoices:

Account holding bank:

IBAN Bank account number:

SWIFT (BIC):

Statistics number of the Company:

Tax number:

Court of Registration and company registration No.:

hereinafter referred to as “**Network User**”,

Hereinafter jointly referred to as “**Parties**”.

REMIT Reporting Agreement

Having regard to the

- a) REGULATION (EU) No 1227/2011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011 on wholesale energy market integrity and transparency hereinafter **REMIT Regulation**,
- b) COMMISSION IMPLEMENTING REGULATION (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency hereinafter **REMIT Implementing Regulation**,
- c) ACER REMIT Requirements for the Registration of Registered Reporting Mechanisms (RRMs) of 7 January 2015 hereinafter **RRM Requirements**,
- d) RRM status obtained by FGSZ from ACER with reference code A00009913.HU, category „**RRM services available to any Market Participant**”,

The Parties agreed:

1. Subject of the Agreement

- 1.1 On the request of the Network User and based on ACER's specifications the RRM Service Provider undertakes:
 - a) to provide the Network User with, **or**
 - b) to provide the Network User with and report to ACERthe REMIT data of the secondary capacity allocation contracts concluded between the Network User and its counterparty using the RBP capacity trading platform operated by FGSZ.

The choice of the Network User will be documented by completing the Declaration included in Annex 1 to this Agreement.

- 1.2 The reporting activity is performed according to the conditions of the REMIT Implementing Act and fulfils the requirements of REMIT Transaction Reporting User Manual (TRUM) and REMIT Manual of Procedures on Transaction Data and Fundamental Data and Inside Information Reporting (MoP).

2. Reporting Services

- 2.1 The reporting activities are performed according to art. 3, par. 1(b)(ii) of REMIT Implementing Regulation and the 4th table of its Annex.
- 2.2 The RRM Service Provider based on Network User's request and choice presented in par. 1.1 provides the services as per followings:
 - 2.2.1 If the Network Users do not intend to submit the price of their secondary capacity transactions to the RRM Service Provider, they will be able to download from RBP the REMIT report as an XML file without price data (conform par. 1.1a)). In this case the Network Users are responsible for completing the XML file with price data and for submitting the REMIT report to ACER.

REMIT Reporting Agreement

- 2.2.2 If the Network User beside to download the REMIT report as specified in par. 2.2.1 furthermore requests also its submitting to ACER (conform par. 1.1b)) then he shall upload the price of the secondary transaction to RBP. After the upload the REMIT report is automatically generated and submitted to ACER.
All data generated from the RBP database and submitted as valid data to ACER complies with the following technical requirements for data generation:
- all data will comply with the file naming convention,
 - all data will be correctly formatted in accordance with the XSD schema for the data type being submitted
 - all data will be correctly signed and encrypted in accordance with the secure data exchange protocol
- 2.3 The quality of the data submitted by the RRM Service Provider will be granted by its conformity with the required XML schemas specified by ACER.
- 2.4 The RRM Service Provider confirms that meets the standards defined in the Technical Specifications for RRM. The integrity of the data is granted by the digital signature of the reports.
- 2.5 The reporting frequency is based on the requirements of the REMIT Implementing Regulation.

3. Assignment, use of Third Party RRM

- 3.1 The Parties agree that the RRM Service Provider will be entitled to request the services of Third Party RRM in order to facilitate the submission of reportable data in case any unforeseeable difficulty occurs in relation with its data submission process.

4. Service Fee

- 4.1 The monthly fee of the service according to par. 2.2.1, without VAT:

50 EUR

- 4.2 The monthly fee of the service according to par. 2.2.2, without VAT:

120 EUR

5. Invoicing and Payment

- 5.1 The RRM Service Provider submits the invoice of the reference month to Network User latest by 10th of the month concerned. The accounting period is one calendar month. The date of completion is defined according to the Act No. CXXVII./2007 on VAT. On the invoice The RRM Service Provider shall indicate the accounted period on the invoice.
- 5.2 The Network User shall transfer the monthly fee within 15 days after the invoicing to the bank account of the RRM Service Provider. The bill is considered to be financially settled when the total amount has been credited to the RRM Service Provider's bank account. If the payment deadline falls on a bank holiday, the payment will be effected on the first business day thereafter.

REMIT Reporting Agreement

- 5.3 If the Network User does not pay the fee until the deadline, the RRM Service Provider charges interest on the given amount as defined in the Civil Code. 6: § 155 (1), for the duration of the delay until the date on which the payment is completed. The amount of the default interest calculated on the basis of 360 days/year, shall take into account the days actually elapsed. The Network User is obliged to pay the accrued default interest to the RRM Service Provider within eight days following the date of issuing of written notice by the RRM Service Provider.
- 5.4 If payment obligations of the Network User against the RRM Service Provider beyond the deadline arise, the RRM Service Provider is entitled to include the overdue debts in the payment obligation due to present Agreement or resulting from other legal relationship and inform at the same time the Network User about this procedure.

6. Responsibilities and guaranties

- 6.1 According to article 11 (2) of the REMIT Implementing Regulation the entities having reporting obligations are responsible for the completeness, accuracy and timely submission of the REMIT data to be transmitted to ACER. The Network User is responsible these conditions to be met.
- 6.2 However according to this Agreement the Network User shall not be responsible for failures in the format or timely submission of the data which are attributable to the RRM Service Provider.
- 6.3 The RRM Service Provider shall have adequate control in place to ensure:
- a) the security and confidentiality of information,
 - b) the identification and correction of errors in data reports,
 - c) the authentication of the source of information, and that there is certainty about the identity of the Network User or the identity of any other market participant submitting information through the Network User,
 - d) that there is no significant risk of data corruption in the input process.

7. Contact details and data management

- 7.1 All notices or other communications to be given or made hereunder shall be in writing, shall be addressed to the attention of the person(s) indicated below and shall be delivered by e-mail, fax or letter. The language of all notices shall be in English.
- 7.2 Contact details:
- a) RRM Service Provider:
 - Address: Tanácsház utca 5, Siófok 8600
 - Fax No.: +36-84-505-592
 - Attention: (name and position)
 - Tel. No.:
 - b) Network User:
 - Address:
 - Fax No.:
 - Attention: (name and position)
 - Tel. No.:

REMIT Reporting Agreement

or other addresses after any Party previously notified the other Party.

8. Confidentiality

- 8.1 By signing the present Agreement the Parties undertake that all information or data provided by one Party to another in relation to this Agreement shall be considered as business secret, which they are not allowed to disclose to any Third Party without the prior written consent of the Party other than the disclosing Party. The Parties shall not make such information accessible and cannot use the information for purposes other than the fulfilment of the present Agreement.
- 8.2 The said confidentiality obligations do not include information:
- which are accessible for the public, or which shall become public beyond the competence of the ACER in the future,
 - which have already been provably known by the receiving Party prior to the Agreement, or
 - which was required to be disclosed pursuant to laws, market regulations, ordinances of competent authorities or courts, up to the pre-set limit and predefined entities.
- 8.3 Confidentiality obligations shall not be affected by the termination or expiry of the Agreement. The provisions of the present article shall continue to be in force for 5 years after the termination or expiry of the present AGREEMENT.
- 8.4 The Parties explicitly agrees that confidentiality obligations do not apply to:
- data submission by the RRM Service Provider to ACER under the REMIT reporting requirements,
 - data submission by the RRM Service Provider to ACER under the REMIT reporting requirements through a Third Party reporting entity.

9. Amendment of the Agreement

- 9.1 This Agreement could only be amended or modified based on mutual Agreement, in written form signed by both Parties.

10. Termination of the Agreement

- 10.1 The effective date of the Agreement is the date indicated below as signature date and remains valid until the termination of the RBP Membership Agreement of the Network User when it will be terminated without any further legal statement.
- 10.2 This Agreement may be terminated 90 calendar days after a termination notice by either Party, without any justification.
- 10.3 Breaching the contract by either Party - in particular the payment obligation of the Network User in accordance with par. 5 and the obligations of the RRM Service Provider under section 2, as well as 6.2 and 6.3 – shall be considered as extraordinary termination of the contract which must be adequately justified and becomes effective by notifying the other Party.
- 10.4 The Parties acknowledge that the termination of this Agreement due to any reason does not affect the validity and enforceability of the Network User's RBP Membership Agreement concluded via the RBP Application.

REMIT Reporting Agreement

11. Entire Agreement

11.1 This Agreement represents the entire understanding between the Parties in relation to this subject matter hereof. All prior written or oral understandings, offers or other communications of any kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

12. Vis maior

- 12.1 If the performance becomes impossible for reasons for which neither Party is responsible, this Agreement is not terminated automatically when the reason occurs. The Party becoming aware about the reason shall promptly notify the other Party in writing and shall initiate consultation within 8 days. The Parties shall complete the consultations within 10 days.
- 12.2 The Parties shall take minutes of the consultation, which records their agreement on averting the reasons endangering the Agreement, and the time needed to resolve the problem.

13. Declarations

- 13.1 Parties hereby provide the following information to the other Party:
- a) It is legally registered and operates according to the relevant laws, it is aware on the requirements, conditions of this Agreement, there is no ongoing insolvency or bankruptcy procedure against it.
 - b) On the effective date of this Agreement it owns all legally required licenses necessary for the operation.
 - c) There is no ongoing lawsuit against it and there is no claim or ongoing process in any court or administrative body which may adversely affect the obligations under this Agreement,
 - d) This Agreement is concluded based on full corporate approval, meets all legal requirements and does not violate any of the provisions of other agreements or commits misconduct against the provisions of other agreements, and does not violate any law.

14. Severability of Provisions

14.1 If in accordance with the decision of any court stipulated in this Agreement any provision of this Agreement is invalid, void or unenforceable, such invalidity, nullity or effect applies only to the given provision and does not affect the entire Agreement or any other provision of the Agreement and the other provisions will remain in force and effect, unless the Parties would not have concluded the Agreement without that invalid, void or unenforceable provision.

15. Waiver

- 15.1 No waiver by either Party of its rights related to the event in which the other Party fails to perform any of the provisions of this Agreement:
- a) shall operate or be construed as a waiver of its rights in the event of any other or further default whether of a like or a different character; or
 - b) shall not be effective unless made in writing in the form of a declaration on waiver and duly executed by a duly authorized representative of the Party making such waiver.

REMIT Reporting Agreement

16. Governing Law and Arbitration

16.1 The rights and obligations of the Parties under this AGREEMENT shall be governed by the laws of Hungary except those rights and obligations which are related to the REMIT Regulations issued by the European Commission.

17. Effective Date

17.1 This Agreement shall enter into force and effect on the date it has been signed by all Parties hereto.

17.2 The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

Date:

On behalf of the RRM Service Provider:

Name:

Position:

Name:

Position:

On behalf of the Network User:

Name:

Position:

Name:

Position:

REMIT Reporting Agreement

Annexes:

Annex No 1: Declaration

REMIT Reporting Agreement

Annex No 1

DECLARATION

The undersigned, (*name, position*), as the legal representative of (*company*) declare the following **(the not required service to be deleted)**:

- based on par. 1.1.a) of the AGREEMENT we do not upload to the RBP the price of the secondary capacity transaction and we request the XML file of the REMIT report to be completed with „0” price value and we to be able to download the report. We confirm that we will complete the report with the price of the transaction and will submit the report to ACER.

We are aware that selecting the above presented option the paragraphs No. 1.1.b), 2.2.2, 2.4, 3.1, 4.2 of the AGREEMENT will not be applied.

or

- based on par. 1.1.b) of the AGREEMENT we entrust the RRM Service Provider to submit on our behalf the REMIT reports of our secondary capacity transactions to ACER. We confirm that we will upload the price of the secondary capacity transaction to RBP. We acknowledge that after we upload the price of the transaction the RBP will generate automatically the REMIT report and will submit it to ACER.

We are aware that selecting the above presented option the paragraph No. 4.1 of the AGREEMENT will not be applied.

Date:

Network User