



BUSINESS CODE OF FGSZ NATURAL GAS TRANSMISSION CLOSED COMPANY LIMITED BY  
SHARES  
GENERAL CONDITIONS OF CONTRACT - CONCERNING NETWORK USAGE CONTRACTS  
ANNEX 4.d.

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## **FGSZ NATURAL GAS TRANSMISSION CLOSED COMPANY LIMITED BY SHARES**

### **GENERAL CONDITIONS OF CONTRACT REGARDING NETWORK USAGE CONTRACTS**

TABLE OF CONTENTS

1.	Definitions .....	4
2.	Rules concerning Conditions of Contract .....	4
2.1	Conditions of Contract.....	4
<b>2.1.1</b>	<b>Amendment of the GCC</b> .....	<b>5</b>
2.2	Rules concerning the use of Capacity Booking, Natural Gas Transmission and Odorization Services	5
2.3	Contracting, capacity booking .....	6
2.4	Contractual management of commercial imbalance .....	6
2.5	Clearing of balancing difference occurred as a result of the re-allocation procedure .....	6
2.6	Amendment, termination of Contract.....	6
<b>2.6.1</b>	<b>Amendment of Contract</b> .....	<b>6</b>
<b>2.6.2</b>	<b>Procedure concerning customer migration</b> .....	<b>7</b>
<b>2.6.3</b>	<b>Transfer of contracted capacity</b> .....	<b>8</b>
<b>2.6.4</b>	<b>Termination of Contract</b> .....	<b>8</b>
3.	General conditions concerning the use of services .....	9
3.1	General Conditions .....	9
3.2	Procedure concerning secondary capacity transaction.....	11
<b>3.2.1</b>	<b>Special rules of the anonymous capacity market</b> .....	<b>11</b>
3.3	Procedure concerning capacity conversion .....	11
4.	General conditions of available services and the use thereof .....	12
5.	Physical features of natural gas .....	12
5.1	Natural gas pressure.....	12
5.2	Natural gas temperature .....	12
5.3	Quality and composition of natural gas .....	12
5.4	Supply of natural gas of insufficient quality.....	13
5.5	Delivery of natural gas of insufficient quality.....	13
5.6	Procedure concerning irregular operations.....	13
6.	Operational order concerning the use of the service .....	13
6.1	Nomination.....	13
<b>6.1.1.</b>	<b>Conditions and rules of using single-sided nomination service</b> .....	<b>14</b>
6.2	Trade notifications.....	15
6.3	Interruption.....	15
6.4	Network balancing conditions.....	15
6.5	Maintenance of the natural gas transmission network .....	15
6.6	Management of capacity overrun .....	16
7.	Cooperation between the Contracting Parties in the event of limitations and outages .....	16
7.1	Limitation .....	16
7.2	Outage.....	17
8.	Quality and quantity measurement of natural gas .....	17
8.1	Measurement at entry and exit points .....	17
8.2	Measurement at the cross-border entry and exit points between transmission networks... ..	18
8.3	Management of measurement errors and measurement differences.....	18
9.	Allocation and clearing of natural gas.....	18
10.	Principles of information flow.....	18
11.	Invoicing and terms of payment .....	19
11.1	Clearing of transmission capacity fee element .....	19
<b>11.1.1</b>	<b>Long-term, quarterly and monthly capacity booking</b> .....	<b>19</b>
<b>11.1.2</b>	<b>Daily and within-day capacity bookings</b> .....	<b>20</b>
<b>11.1.3</b>	<b>Terms of invoicing, terms of payment concerning the auction fee</b> .....	<b>21</b>
<b>11.1.4</b>	<b>Reimbursement of interruptible transmission capacity fee in the event of interruption</b> .....	<b>21</b>

11.2	Clearing of volume fee .....	22
11.3	Clearing of odorization fee .....	22
11.4	Clearing of the difference between the balancing gas settled based on the daily final allocation and the result of the re-allocation procedure.....	22
11.5	Clearing of surcharges .....	23
<b>11.5.1</b>	<b>Surcharge payable by the Network User .....</b>	<b>23</b>
<b>11.5.2.</b>	<b>Surcharge payable by the Company .....</b>	<b>23</b>
11.6	Clearing of balancing natural gas .....	24
11.7	Complaints concerning invoices and accounting records .....	24
11.8	Late payment .....	25
11.9	Financial compensation .....	25
11.10	Clearing of capacity surrender and/or long-term 'use it or lose it' procedure .....	25
12.	Legal consequences of breach of contract and the cases of contract termination .....	25
12.1	Cases of Breach of Contract .....	25
12.2	Compensation.....	26
12.3	Legal consequences of breach of contract.....	26
<b>12.3.1</b>	<b>Suspension of contractual performance on the event of breach of contract .....</b>	<b>27</b>
<b>12.3.2.</b>	<b>Termination of Contract .....</b>	<b>27</b>
12.3.2.1	Termination by the Company.....	27
12.3.2.2	Termination by the Network User/Licensee .....	27
<b>12.3.3</b>	<b>Legal consequences of termination.....</b>	<b>28</b>
12.4	Securities and guarantees.....	28
<b>12.4.1</b>	<b>General conditions of the Financial Security .....</b>	<b>28</b>
12.4.1.1	Definition of Auction Security.....	29
<b>12.4.1.1.1</b>	<b>Long-term/quarterly capacity auctions .....</b>	<b>29</b>
<b>12.4.1.1.2</b>	<b>Monthly/daily and within-day capacity auctions .....</b>	<b>30</b>
12.4.1.2	Definition of Contractual Security.....	30
<b>12.4.2</b>	<b>Conditions of the amendment and withdrawal of Financial Security .....</b>	<b>32</b>
<b>12.4.3</b>	<b>Collection order .....</b>	<b>33</b>
12.4.3.1.	Cancellation of collection order.....	34
<b>12.4.4</b>	<b>Additional security .....</b>	<b>35</b>
<b>12.4.5</b>	<b>Enforcement of guarantees .....</b>	<b>36</b>
12.4.5.1	Failure to provide Contractual Security .....	36
12.4.5.2	Failure to comply with payment obligation .....	36
13.	Miscellaneous provisions .....	37
13.1.	Risk assumption.....	37
13.2.	Liability.....	37
13.3.	Invalidity of certain provisions of the Contract .....	38
13.4.	Force Majeure.....	38
13.5.	Confidentiality .....	39

Annexes:

- Annex No. 1: Bank guarantee declaration – general
- Annex No. 2: Separate bank account data of FGSZ Ltd.
- Annex No. 3: Compensation protocol
- Annex No. 4: Declaration of acceptance concerning e-invoices
- Annex No. 5: Declaration of using single-sided nomination service

## 1. Definitions

In addition to the definitions specified under Act XL of 2008 on Natural Gas Supply (hereinafter: "Gas Supply Act"), Gov. Decree No. 19/2009. (I.30.) on the implementation of the Act on Natural Gas Supply (hereinafter: "IDecr"), the prevailing Business and Commercial Code (hereinafter: "BCC"), the main text of the FGSZ Ltd. Business Code, the Capacity Booking Platform Operational Rules (hereinafter: "CBP Operational Rules") and under the effective legislation, the definitions and their interpretation as detailed in these General Conditions of Contract (hereinafter: "GCC") and in all contracts concluded on the basis of the GCC shall be as follows:

### Available balance of security:

The difference between the value of the guarantee provided for securing the clearing of transactions arising out of contracts concluded by Network Users, who are not members of the trading platform(s) (hereinafter: "TP"), for the clearing of balancing natural gas and the use of balancing services or out of secondary capacity transactions, and the cumulative balance of imbalance transactions.

### Cumulative balance of imbalance transactions/secondary capacity transactions:

The balance of open financial accounts payable and receivable arising out of contracts concluded by Network Users, who are not members of the TP, for the clearing of balancing natural gas and the use of balancing services or out of secondary capacity transactions, with respect to the Company, increased by VAT, which may either be debts or claims.

### Regular operations at the gas delivery station:

An operating condition where the gas filter, pressure control, gas heater and pressure protection equipment of the gas transfer station, where available, are fully operational.

### Irregular operations at the gas delivery station:

An operating condition where one or more of the gas filter, pressure control, gas heater and pressure protection equipment of the gas transfer station, where available, have a failure.

### The Company's Internet website:

[www.fgsz.hu](http://www.fgsz.hu)

## 2. Rules concerning Conditions of Contract

### 2.1 Conditions of Contract

The GCC shall constitute part of the Network Usage Framework Contract concluded on paper between FGSZ Ltd. (hereinafter: "Company" or "FGSZ Ltd.") and the Network Users, and the Electronic Confirmations of Specific Capacity Booking/Congestion Management Transactions (Business Code - Annex 4.1), and the System Operation Contract

Within the scope of the Network Usage Framework Contract the Company shall provide natural gas transmission pipeline capacities, and shall make available natural gas transmission and/or natural gas odorization services to the Network Users.

The provisions of the GCC shall also extend to the following:

- the Contract on balancing gas settlement and the use of balancing service for Network Users that are not members of trading platform(s) (Business Code Annex 4.6),
- the contract for the use of title transfer services (Business Code Annex 4.7),
- the Informatic Platform User Contract (Business Code Annex 4.4),
- the Contract on gas balancing settlement for Network Users that are members of trading platform(s) (Business Code Annex 4.8)

- the Long-Term Capacity Booking, Natural Gas Transmission, Odorization and Network Operation Contracts concluded before 11 May 2015 (hereinafter: "HOT Contract") and
- the Capacity Booking Contracts concluded under the Open Season procedure

Where mentioned by this GCC Contract, the contracts listed in the previous sections shall also be included.

The GCC are in harmony with the legislative and regulatory provisions listed in Appendix 2 of the Company's Business Code.

The Company shall expressly exclude the use of the general conditions of contract of its contractual partners in respect of the above network usage contracts.

By signing the Network Usage Framework Contract the Network User explicitly gives its consent that if the operation of any delivery-receipt point of the natural gas transmission system located in the territory of Hungary is taken over by another transmission system operator licensee (transferee) instead of FGSZ Ltd. and the transferee system operator's operating license is amended regarding the concerned network point then the transferee transmission system operator shall replace FGSZ Ltd. in the contractual legal relationship between transmission system operator and network user based upon the Network Usage Framework Contract (including such legal relationships that results from successful bidding in an incremental capacity allocation procedure) and the transferee transmission system operator's Business Code and General Conditions of Contract shall be applicable for such given network points with the beginning of the effective date of the amendment of the transferee's operating license (i.e. from the beginning of the respective gas day). In this case the Network User who has not yet contracted with the transferee transmission system operator shall be obliged to conclude such contract with the transferee transmission system operator.

### **2.1.1 Amendment of the GCC**

In the case of an amendment of the GCC, the Company shall make the corresponding change approved by the Authority in its Business Code. The amendments shall become part of the contract in the effective Contracts as of the date of the Authority's authorisation decision becoming final. Following receipt of the decision, the Company shall post the amendment at its customer services and shall make it accessible at its website. Publication at the website shall qualify as information provision to the Network Users and the Licensees.

### **2.2 Rules concerning the use of Capacity Booking, Natural Gas Transmission and Odorization Services**

The basic services provided by the Company and the services detailed in the contract for the clearing of balancing natural gas and for the use of balancing services may only be used in the case of the conclusion of an effective

- Network Usage Framework Contract/HOT Contract
- Specific Capacity Booking/Congestion Management Transaction

regulating the legal relationships between the Network Users, System Operators and the Company.

For the service specified under Section 105 (1) of the Gas Supply Act, the Network Users shall pay the relevant fee specified under MEKH Decree No. 13/2016. (XII.20) of the President of the Authority on the level of network usage fees, additional charges and connection fees (hereinafter: "Tariff Decree") on the basis of the Network Usage Framework Contract/HOT Contract.

Any conditions not specified in the GCC are contained in the Contract and the Confirmations on Specific Capacity Booking Transaction.

The option of an acceptance of bids aimed at contract conclusion shall be expressly limited by the Company, as a tenderer of Network Usage Contracts of the above type and subject to these GCC, solely to the conditions contained in the bid. Any legal statements deviating from or supplementing the bid shall not become part of the Contract.

### **2.3 Contracting, capacity booking**

For the available capacities of the network points published at the Company's website, the Network User shall be entitled to book capacities at the CBP and in the framework of preliminary capacity assessment, booking, sales (Open Season) procedure, in accordance with those specified under the legislative provisions and regulations listed in Appendix 2 of the Company's Business Code, as follows.

The Network Usage Framework Contract as per Section 2.2 shall be concluded by the Contracting Parties in a document signed by those authorised to sign on behalf of the Company. The conclusion of the Network Usage Framework Contract shall be a precondition to participation at the auction. The Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions generated electronically shall constitute annex(es) to the Network Usage Framework Contract.

### **2.4 Contractual management of commercial imbalance**

If the Network User is a TP member, then the clearing of the balancing natural gas shall be settled by the Network User with the clearing house as per the Business Code Annex 4.8.

If the Network User is not a TP member, then the Network User shall conclude the contract for the use of balancing services (Business Code, Annex 4.6) for the purpose of the adjustment of any commercial imbalances at the end of a gas day. The Contract for the use of balancing services shall enter into force simultaneously with the Network Usage Framework Contract. In such case, the clearing of the balancing natural gas shall be performed on the basis of those contracts.

### **2.5 Clearing of balancing difference occurred as a result of the re-allocation procedure**

The Company shall settle the result of the end-of-month re-allocation procedure carried out by the system operators and the balancing differences based on the end-of-day final allocation with all Network Users (TP-member, non TP-member) as specified in the applicable provision of the BCC. The terms of invoicing and payment are defined in Point 11.4 of the present GCC.

### **2.6 Amendment, termination of Contract**

#### **2.6.1 Amendment of Contract**

The following contracts may be amended by the Contracting Parties only by mutual agreement, in writing, in the form of a document signed by those authorised to sign on behalf of the Company:

- Network Usage Framework Contract (except for the Electronic Confirmations of Specific Capacity Booking Transactions)
- HOT Contracts
- Contract for the use of title transfer services
- Contract on Balancing Gas Settlement and the Use of Balancing Services for Network Users that are not members of trading platform(s)

- Contract on Balancing Gas Settlement for Network Users that are members of trading platform(s) Informatic Platform User Contract
- Capacity Booking Contracts concluded under the Open Season procedure

The Contracting Parties shall be entitled to amend the Electronic Confirmations of Specific Capacity Booking Transactions only by mutual agreement and in electronic form.

Any amendment of the Specific Capacity Booking Transactions shall be made electronically by the request for contract amendment being uploaded to the Informatic Platform and by the approval thereof at the Informatic Platform by the Company. A system message shall be sent by the Informatic Platform to the Network User about the generation of the electronic contract amendment and the availability thereof.

The Network User shall report its request for capacity change arising out of customer migration at the Informatic Platform, as specified in Section 2.6.2 of these GCC.

The Network User shall submit its application of capacity conversion pursuant to Section 3.3 of the present GCC.

During the term of the Contract, any changes to the relevant effective legislation or the regulations approved by the Authority shall be applied to the Contract as at the effective date specified by the law and in the Authority's decision granting approval, and any changes in the GCC approved by the Authority at the effective date as specified by the GCC.

Unless the date of entry into effect of the GCC amendment is specifically determined by the Authority's decision granting approval, the amendment shall enter into effect upon the Authority's decision becoming final.

If after the conclusion of the Contract, during the validity thereof, as a result of any change of law or of the GCC applicable to the Contracting Parties as to their content the conditions specified under the Contract are substantially changed and the Network User/Licensee and/or the Company cannot be expected to maintain the Contract with those changed contents, then upon the initiative of either of the Contracting Parties the Contracting Parties shall immediately conduct good-faith negotiations about an amendment of the Contract acceptable to both Parties that is closest to the economic aim of the Contract and the contractual intent of the Parties.

A substantial amendment shall be in particular but not be limited to any changes concerning the conditions of the use of the service or any quality or quantity elements.

Any changes regarding the person of the Contracting Parties shall qualify as amendment of the Contract, which may not violate any interests related to the service, neither in respect of the provision of the service nor the payment of consideration. If so required for the protection of such interests, the other Party may require a security of reasonable extent and type.

Legal statements may be validly made electronically as specified above, or in writing. Legal statements cannot be validly made to the other Party verbally, by conduct or silence. The disclaimer shall enter into effect upon delivery to the other Party.

## **2.6.2 Procedure concerning customer migration**

During the gas year, there is possibility to modify the contracted long-term capacities due to the Users' customer migration. Modifications made during the gas year shall involve the requested hourly capacity.

After the acceptance of the Company, the request for capacity modification shall be concerned as the receiving Network User's contracted capacity.

Contract amendments due to customer migration shall be notified on the *Capacity Management/Consumer Migration Management* surface of the Informatic Platform of the Company, by not later than 21 days prior to the planned customer migration.

Customer migrations notified on the Informatic Platform shall be either accepted by the Company within 3 business days, as a request for contract amendment, or rejected by the Company based on the written request by the Network Users concerned in the customer migration, about which an e-mail message shall be sent by the Informatic Platform to the concerning Network Users.

In case of rejected request, the Network Users have 3 business days to correct the request for customer migration, as agreed with the Company.

If the request for contract amendment does comply with the provisions of the Gas Supply Act/IDecr/BCC, the Company shall amend the contract electronically based on the notified amendments. A system message shall be sent by the Informatic Platform to the Network User about the execution and availability of the electronic contract amendment. The contract amendment shall take effect on the 1st day of the following month.

### **2.6.3 Transfer of contracted capacity**

Network Users have the opportunity to transfer their contracted long term, quarterly and monthly capacity in part or in full to another Network User. In case of capacity transfer, both Network Users concerned in the transaction shall have valid Network Usage Framework Contract for the entire period of the transaction.

After the acceptance of the Company, the request for capacity modification shall be concerned as the receiving Network User's contracted capacity. The receiving Network User shall pay the capacity fee and the auction premium from the start of the capacity transfer. The capacity overrun is determined taking into consideration the transferred capacities.

Capacity transfers shall be notified on the *Contracts/Secondary deals* surface of the Informatic Platform of the Company. The capacity transfer shall be in effect from the 1<sup>st</sup> day of the following month till the end of the usage period of the transferred capacity.

Capacity transfers notified on the Informatic Platform shall be either accepted by the Company within 3 business days, as a request for contract amendment, or rejected by the Company based on the written request by the Network Users concerned in the capacity transfer, about which an e-mail message shall be sent by the Informatic Platform to the concerning Network Users.

If the request is accepted by the Company, the Company shall amend the contract electronically based on the notified request for transfer. A system message shall be sent by the Informatic Platform to the Network User about the execution and availability of the electronic contract amendment.

### **2.6.4 Termination of Contract**

The Contract shall be terminated

- if either Contracting Party is terminated without a legal successor,



- if the deadline specified under the Contract expires,
- in cases of breach of contract as specified under Section 12.1 of the present GCC, by extraordinary notice,
- if the operating license of the Network User is suspended or withdrawn by the Authority, as at the date of entry into effect of the Authority's relevant decision,
- in case of indefinite contracts as specified under Point 12.3.2.2. of the present GCC, by ordinary termination

### **3. General conditions concerning the use of services**

#### **3.1 General Conditions**

The Company shall provide capacity on a continuous basis at the entry and exit points detailed in the Annexes to the Contract and booked by the Network User in the Network Usage Framework Contract/HOT Contract.

The Company shall provide the odorization activities on a continuous basis to the Network Users as specified in the Network Usage Framework Contract, in exchange for a fee.

At the entry points, the supply and quality verification of the nominated natural gas quantity shall be performed by the Network User. The Network User shall provide for the availability of the natural gas of a quantity nominated by it and complying with Annex 11 of the IDecr, of a quality certified by it within the contracted pressure range.

At the border crossing entry points the Network User shall provide the gas quality specified in the Cooperation Agreement in effect between the Company and the related System Operator concerned.

Should the Network User have deliveries ordered to border crossing points where a gas quality other than that specified in Annex No. 11 of the IDecr must be delivered to the System Operator then the Network User concerned shall provide the gas quality specified in the Cooperation Agreement in effect between the Company and the related System Operator.

At the exit point the quality of natural gas shall be certified by the Company. The Company shall issue natural gas of a quantity nominated by the Network User and of a quality certified by the Company within the contracted pressure range to the Network User, provided that at the entry points of the natural gas transmission network natural gas compliant with the gas quality specified under Annex No. 11 of the IDecr, or the Cooperation Agreement in effect between the Company and the related System Operator concerned at the border crossing entry point, or the border delivery point has been supplied to the network by the Network Users, and the nominated quantity is taken by the Network User or the user supplied by the Network User.

The Company shall provide to the related System Operators, as required, on-site and documentation inspection concerning the measurement system and the pipeline section between the metering and entry/exit points.

In the event of any potential failure between the metering point and the entry/delivery/border delivery point, the Contracting Parties shall jointly inspect the circumstances and take any necessary measures, with the involvement of an independent expert, as required.

Should a faultless operation of the natural gas transmission network be established by the on-site and documented inspection concerning the pipeline section between the metering point and the entry/delivery/border delivery point, then the costs of the inspection verified by the Company shall be borne by the Contracting Party initiating the inspection.

The receipt of natural gas and the commencement of risk assumption shall be the boundary on the inlet side of the entry points operated by the Company, as specified under the Annex to the Network Usage Framework Contract/HOT Contract, provided that - with the exception of a failure of the pipeline section between the Company's metering system and the point of entry, owned by the Company - the gas quantity, gas pressure and the gas temperature at the entry point are at all times identical with the gas quantity, gas pressure and gas temperature value measured at the Company's metering system for the entry point, and the calorific value is identical with the values specified at the location(s) set forth in the document entitled "Natural gas quality accounting system for the entry and exit points of the natural gas transmission network" (hereinafter: "MER"), except if otherwise agreed under the Cooperation Agreement between the Company and the related System Operator regarding the measurements.

The import takeover shall be performed in accordance with the rules specified in the agreement concluded with the related foreign natural gas transmission network operator and those contained in the Network Usage Framework Contract/HOT Contract, however the risk shall only be transferred to the Company at the Hungarian border.

The completion of risk assumption by the Company and the delivery of the natural gas on behalf of the Company shall be performed at the exit points of the gas transfer stations or border specified in the Network Usage Framework Contract/Annex of the HOT Contract.

With the exception of a failure of the pipeline section between the quantity metering system and the delivery/border delivery point, owned by the Company - the gas quantity, gas pressure and the gas temperature at the delivery/border delivery point are at all times identical with the gas quantity, gas pressure and gas temperature value measured at the gas transfer/border station, and the calorific value at the delivery/border delivery point is identical with the values measured at the location(s) set forth in the MER.

The Network User shall receive the natural gas quantity delivered at the delivery/boundary delivery points, and shall arrange for it to be further transmitted. If at the delivery/border delivery point the capacity and contracted delivery pressure has been provided by the Company, but the natural gas is not taken over or further transmitted by the related system operator proceeding on behalf of the Network User or its commercial partner, then the Company shall not be held liable for any consequences arising therefrom and the Company shall not be obliged to assume costs or to pay compensation in respect thereof.

The Network User shall be liable for the quality of the natural gas supplied by it to the natural gas network to be in compliance with the gas quality requirements specified under Annex No. 11 of the IDecr, or the gas quality as per the boundary delivery point, and the max. heat value of the natural gas supplied may not deviate from the average of the max. heat value published by the Company in MER, pertaining to the given delivery point by more than  $\pm 5\%$ , or the gas quality shall be in compliance with the quality parameters specified in the Cooperation Agreement effective between the Company and the related System Operator concerned. It is only possible to deviate therefrom based on a special authorisation provided by the Authority as per Section 71 (1) of the IDecr.

The Network User shall certify the quality of the natural gas supplied by it into the natural gas network as defined by Annex No. 11 of the IDecr or by the gas quality at the border delivery point.

Should the quality of the natural gas supplied to the natural gas transmission network deviate from the relevant provisions, then the Company shall be entitled to reject the acceptance of the Network User's natural gas of defective quality. In the case of supply of natural gas of insufficient quality, Section II.2.3.3 of the Business Code shall apply.

The Company shall be held liable in the event of its default concerning damages arising out of any deterioration arising in the course of its own activity, as specified under Section II.2.3.3 of the Business Code.

### **3.2 Procedure concerning secondary capacity transaction**

Previously agreed and anonymous capacity market secondary capacity deals shall be notified on the CBP in accordance with the Operational Rules of the CBP. In secondary transactions the usage right of the capacity is transferred.

In case of secondary transactions, both Network Users concerned in the transaction shall dispose of valid Network Usage Framework Contract/HOT Contract for the entire period of the transaction.

The transmission capacity fee and the auction fee shall be paid by the Network User who has concluded the Specific Capacity Booking Transaction with the Company, throughout the entire effect of the Confirmations of Specific Capacity Booking Transactions, irrespective of the secondary capacity transactions. Capacity overruns shall be determined in view of the capacities delivered and received. The volume fee, the natural gas odorization fee, the relevant surcharges (capacity overrun, nomination variance and balancing surcharge), and the consideration for the balancing natural gas shall be payable by the Network User receiving the capacity.

#### **3.2.1 Special rules of the anonymous capacity market**

In case of selling the usage right of firm capacity, first the yearly, then the quarterly, monthly, daily and within-day capacities are transferred from the seller Network User's portfolio until the whole quantity sold are transferred.

In case of selling the usage right of interruptible capacity, first the within-day, then the daily, monthly, quarterly and yearly capacities are transferred from the seller Network User's portfolio until the whole quantity sold are transferred.

### **3.3 Procedure concerning capacity conversion**

In the case of capacity conversion service, the Network User shall have valid Network Usage Framework Contract or Long-term Capacity Booking contract for the entire period of the capacity conversion and the related interconnector points.

Through the service, the Network User has the opportunity to convert the already booked yearly, quarterly or monthly unbundled, firm capacity into bundled capacity, if the Network User has capacity booking at an interconnector point of the Company, where bundled, firm capacity is offered, and at this network point bundled capacity is allocated for the Network User in yearly, quarterly or monthly auctions. The service shall not be applied for unbundled or bundled firm capacities transferred via secondary capacity transactions.

The Network User may apply for the capacity conversion service for yearly, quarterly and monthly standard periods to the extent of the unbundled, firm capacity booking and for the relevant period

If the Network User applied for the service, only fees related to the unbundled capacity booking (capacity fee, auction fee) shall be paid and the network User shall pay the potential auction fee of the bundled

capacity booking only for the volume of the converted capacity of the relevant period. The capacity fee of the bundled capacity booking shall not be paid for the volume of the conversion and the period of the capacity conversion.

The request for capacity conversion shall be submitted on the *Capacity Booking Platform/Capacity Conversion* surface within 3 business days following the closing of the relevant bundled capacity auction. In case of incomplete or incorrectly filled-in request, the Capacity Booking Platform sends an error message. As soon as the correctly filled-in request is received, the relevant confirmation on Specific Capacity Booking Transaction is created on the Informatic Platform.

#### **4. General conditions of available services and the use thereof**

The available services, the rules and conditions concerning their use are contained in the Business Code and the relevant annexes thereof.

The use of the services available shall be possible by conclusion of the relevant contract, compliance with the conditions of the Business Code and the payment of the fee applicable to the available services.

#### **5. Physical features of natural gas**

##### **5.1 Natural gas pressure**

The supply pressure range and the physical capacities shall be published by the Company at its website by entry points.

At the related import, producer and storage entry locations, under its trading contract the Network User shall provide a pressure between the MIN and MAX values as specified in the Network Usage Framework Contract/Annex to the HOT Contract.

The nominal delivery pressure and physical capacity shall be announced per gas transfer station/boundary delivery point at the Company's website.

Under standard operating conditions, at the exit point the Company shall provide an overpressure between the MIN1 and MAX1 values published at the Company's [www.fgsz.hu](http://www.fgsz.hu) website, however, even in the case of non-standard operating conditions the delivery pressure may not be lower than the published MIN2 value, or higher than the MAX2 value.

##### **5.2 Natural gas temperature**

In the case of regular operating conditions, the Company shall deliver at the exit point natural gas of not less than 0 °C temperature.

##### **5.3 Quality and composition of natural gas**

The quality parameters of the natural gas supplied and delivered shall comply with the provisions of the MER and Annex No. 11 of the IDecr in case of deliveries to national exit points, and in the case of transfers or exports the gas quality at the boundary delivery point as specified in the Cooperation Agreement effective between the Company and the related System Operator concerned. Any deviation therefrom shall only be validly possible in the case of specific transmission pipeline users, subject to the specific conditions of contract regulated under the Network Usage Framework Contract/HOT Contract concluded between the Company and the Network User. At the entry points the Network User shall continuously provide natural gas of a quality as specified in the MER of the Cooperation Agreement in effect between the Company and the related System Operator concerned.

#### **5.4 Supply of natural gas of insufficient quality**

Should the quality of the supplied natural gas deviate from the value provided in Section 5.3 or individually agreed upon in the Network Usage Framework Contract/HOT Contract, and should the Network User fail to arrange for the discontinuation of natural gas supply of defective quality following notification by the Company, then all damages arising out of the supply of natural gas supply of insufficient quality shall be borne by the Network User.

The Company shall be entitled to refuse the acceptance of natural gas of inappropriate quality if that puts at risk the operational safety of the natural gas transmission network, or it would put at risk the person of others or would damage the property of others.

#### **5.5 Delivery of natural gas of insufficient quality**

Should the quality of the natural gas delivered deviate from the value provided hereunder or individually agreed upon in the Network Usage Framework Contract/HOT Contract, then the Network User supplying the natural gas delivered shall be held liable for any damages arising therefrom provided that the Network User was informed by the Company about the supply of natural gas of insufficient quality, but the Network User made a statement that it requests the continuation of supply or it failed to make a statement despite notification.

In such case the Network User concerned may not exempt itself from liability, and its liability cannot be limited in respect of damages caused in respect of the issue either.

#### **5.6 Procedure concerning irregular operations**

By proceeding as a prudent operator, the Company shall discontinue any non-standard operations and restore standard operating conditions within the reasonably shortest time, but under standard road and weather conditions the period of non-standard operating conditions may not exceed 6 hours per occasion with reference to the MIN2-MAX2 value range of the delivery pressure, and 24 hours in respect of the delivery temperature.

In one particular gas year, the total period of irregular operation shall not exceed 200 hours per gas transfer station/exit point. An irregular course of operations shall qualify as contractual performance within the above time limitation.

### **6. Operational order concerning the use of the service**

#### **6.1 Nomination**

At the entry and exit points specified in the Network Usage Framework Contract/Confirmation(s) of Specific Capacity Booking Transactions, HOT Contract, the Network User may submit nominations on the Informatic Platform in accordance with the relevant clauses of the BCC.

If the entry or exit points concerned have been consolidated, then the nomination shall be made by the Network User in respect of the consolidated gas transfer stations to the Company.

The Company shall notify the Network User within the deadline specified in the BCC in the event if an entry or exit point is subjected to an unscheduled shutdown (involving a shutdown not scheduled in advance) which is not consolidated with another gas transfer station from the aspect of nomination or capacity booking, and the Network User shall be obliged to modify its nomination on the basis of the Company's notification.

**6.1.1. Conditions and rules of using single-sided nomination service**

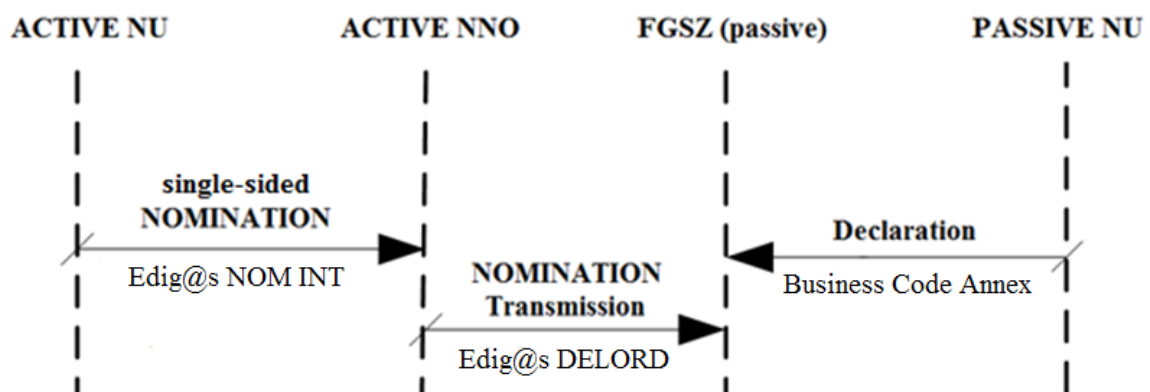
At those network points regarding which the connecting System Operators mutually determine that they ensure single-sided nomination service, Network Users may submit their nominations through single nominations.

The Company offers the possibility of submitting single-sided nomination through machine interface by the means of EDIG@S messages concerned and on a separate surface of the Informativ Platform.

Regarding a given network point, the Company provides information about the possibility of single-sided nominations and the actual role of participating Network Users on the Company’s webpage as well as in the special contractual terms and conditions,

**a) Procedure at those network points, where the Company has the role of the passive System Operator (Figure 1.)**

The domestic Network User (passive NU) who does not intend to submit its nomination directly to the Company, may assign the System Operator (active NNO) related to the Company to transmit the nomination submitted by its appointed shipper-pair (active NU) to the Company (passive NNO). In this case, the passive Network User is obliged to provide a declaration on a single occasion in Annex No. 5 of the present GCC, to the Company before the single-sided nomination is submitted, indicating that the Company shall accept the nomination transmitted by the active NNO. The declaration shall include the network point, the name of the shipper-pairs and the validity date. The Company checks the existence of the declaration during nomination-processing; in its absence, the single-sided nomination shall not be accepted and it shall not be registered in the transmission portfolio of the Network User concerned. The Company only accepts single-sided nomination that relates to the shipper pair, network point and time period the declaration was made of. If the level of nominations received by the Company as single-sided nomination exceeds the level of capacities that can be nominated for, the nomination shall not be accepted.



**Figure 1.**

In case its network usage right is suspended, the Network User cannot submit a declaration and the Company regards the declaration already submitted suspended.

**b) Procedure at those network points, where the Company has the role of the active System Operator (Figure 2.)**

The Company (Active NNO) transmits the single-sided nomination submitted to the Informativ Platform to the connecting System Operator (passive NNO). In this case, the active Network User is obliged to provide a declaration on a single occasion in Annex No. 5 of the present GCC, to the Company before the single-sided nomination is submitted, indicating that the Company may transmit the single-sided nomination submitted for the given network point to the passive NNO. The Company verifies the presence of the declaration in the processing of nominations; failing this, the Company does not transmit the single-sided nomination to the NNO. The Company only transmits single-sided nomination that relates to the shipper pair, network point and period the declaration was made of.

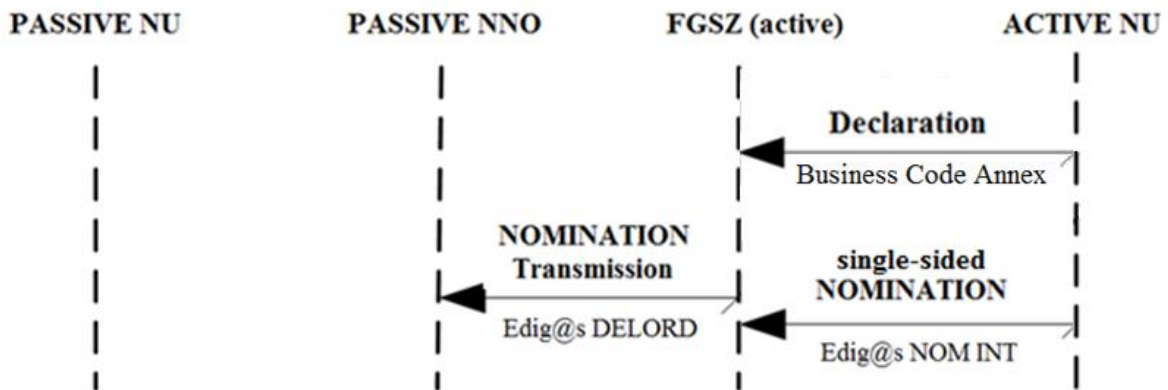


Figure 2.

## 6.2 Trade notifications

The Company undertakes to register the trade notifications regarding title transfer transactions, in the transmission portfolio of the Network User. The trade notifications shall be registered independently of the available capacity.

## 6.3 Interruption

The Company may order for Network Users with interruptible capacity booking at the network point(s) concerned to interrupt natural gas transmission as specified by the rules contained in the BCC.

## 6.4 Network balancing conditions

For the purpose of sustaining hydraulic balance, the Network User and related System Operator in a contractual relationship with the Company shall execute the instructions ordered by the Company, as specified under the BCC.

In the event of a breach of the conditions of daily gas distribution, the Network User shall pay the nomination and balancing surcharges specified in the Price Application Decree.

## 6.5 Maintenance of the natural gas transmission network

For the sake of the natural gas transmission network's operation, the Company shall continuously ensure the operational safety and maintenance of the transmission pipeline. For that purpose, based on the respective provisions of the IDecr, the Company shall be entitled to perform maintenance, involving gas interruption. The Company shall also be entitled to perform transactions that would temporarily reduce the capacity of the natural gas transmission pipeline. In such cases the Company shall publish the planned shutdowns or the availability of reduced capacities at its Internet website at least 15 days -

with regard to scheduled preventive maintenance at least 3 months - prior to the commencement of the works, by also providing the period and date thereof.

For the period of the interruptions and capacity decreases published as per the BCC, the Company shall not be subject to surcharge payment, penalty and compensation obligations of the extent specified in the Price Application Decree.

## **6.6 Management of capacity overrun**

If the Network User has used available capacities in excess of the capacity booked by it, then the Network User shall pay a capacity overrun surcharge. Accordingly, based on the Price Application Decree, the Company shall be entitled to invoice a surcharge in respect of the entry and exit points, which shall be paid by the Network User.

The Company shall disclose hourly capacity overruns on the basis of the clearing data, the hourly data recorded in the data processing centre and the hourly peak data determined by the related System Operators by entry and exit points.

In the course of specifying the overrun of the booked available capacity, the Company shall determine the fact and extent of capacity overruns on the basis of the ratio of the daily allocated quantity by entry points and the hourly measured quantity by entry points, the hourly peak provided by the related System Operators by Network User (with times indicated), and in case of users served directly from the transmission pipeline, the measurement data of the delivery point, and the gas quality data of the delivery point.

Those physical entry and exit points that are managed by the Company in consolidated form as per the BCC, are examined in consolidated form in case of capacity overrun.

## **7. Cooperation between the Contracting Parties in the event of limitations and outages**

### **7.1 Limitation**

The institution of the limitation shall be executed as specified under the Gas Supply Act, the IDecr and Gov. Decree No. 265/2009. (XII.1.) on the limitation of natural gas consumption, the usage of strategic gas reserves and other actions to be taken in case of a gas supply crisis, and the BCC.

Should the offtake by the Network Users permanently exceed the available natural gas quantity, and should the Company be unable to ensure the network's balance by other means, or should the demand for system-level natural gas transmission exceed the capacities of the network, and should the Company be obliged by any other legislative provision in the event of an extraordinary supply situation, then the Company shall be entitled to order a limitation of offtake as specified by the law and the BCC.

The Network User is limited on the basis of the current Limitation rating approved by the Authority, by indication of the limitation category.

In the event of any change, the Network User shall immediately notify the Natural Gas Distributor in writing of the name and contact details of the limitation agent specified in the limitation proposal. In the case of direct transmission pipeline user, the Company shall be notified thereof.

In the event of a crisis the Company shall proceed as specified by the rules of Sections 97-97/C of the Gas Supply Act and Gov. Decree No. 265/2009. (XII.1.).



## 7.2 Outage

In the event of an outage, the Company shall immediately make all necessary arrangements as required for the maintenance of hydraulic system balance and elimination.

In the event of an outage occurring within a gas day, as soon as the necessity of the shutdown is known, the Company shall immediately notify the related System Operator(s) and shall aim to find a reasonable solution that would least affect the continuity of the service.

In the event of any outage within the Network User's responsibility - affecting natural gas transmission - the Network User shall notify the Company immediately after having been informed of the event, so that the use of balancing devices can be planned accordingly.

The Company shall notify the Network User of any outages incurred in its system - and affecting natural gas sales or gas clearing processes - immediately after the detection of such disturbance. The Company shall notify the Network User of the outage by voice recorder phone in the first place. Regarding outages lasting several days - and affecting natural gas sales or gas clearing processes - and/or affecting several Network Users, the Company shall provide information on a continuous basis to the Network Users via its website about the events related to the outage.

On days affected by the outage, the Company shall not show a nomination error in respect of the network points affected by the outage.

## 8. Quality and quantity measurement of natural gas

The quality and quantity of natural gas shall be determined at the entry - exit points of the natural gas transmission network.

### 8.1 Measurement at entry and exit points

The quantity of natural gas shall be determined at the entry and exit points at 15 °C (in m<sup>3</sup>).

The energy content of the natural gas, its energy quantity in respect of a max. heat value of 25/0 °C reference temperature shall be specified in kWh.

Definition of energy quantity pertaining to one gas day:

- The energy content of the natural gas of the transmission network regarding a given daily clearing period shall be determined by the Company as follows: multiplying the gas volume of 0°C calculated from the given daily volumes with normal condition and the given hourly average calorific value with the reference temperature of 25°C/0°C, expressed in kWh, summarising the energy quantity of 24 hours, rounded to the proper integer in accordance with the rounding rules.
- Under certain technical conditions, the energy content of the natural gas regarding a given daily clearing period is determined by multiplying the measured volume flow rate of 0°C and the measured calorific value with the reference temperature of 25°C/0°C, intergrating the flow generated in the flow computers.

The hourly association of the gas transfer stations required to determine the gas day's weighted quality average values and of the quality data generated in the field chromatographs shall be performed by the transmission system operator on the basis of a hydraulic simulation. The gas day's weighted quality average values shall be determined by the OTR system on the basis of the hourly quantities of the clearing points and the hourly average data of the chromatograph sample flow concerned by the hourly association.

The heat quantity generated for any clearing period shall be comprised of the summation of the daily heat quantities of the period concerned.

The Company shall make available the inspection certificates of its metering system and the elements thereof and shall provide for an option of inspection of those by the Network User.

The related System Operator or the Network User may at any time request an inspection of the Company's measurement systems and elements, which shall be commenced by the Company within the deadline specified under the BCC.

If a faultless operation of the measurement systems is established by the inspection, then the verified costs of the inspection shall be paid to the Company by the Party initiating the inspection.

## **8.2 Measurement at the cross-border entry and exit points between transmission networks**

Measurement of the quantity and quality of natural gas at the cross-border entry and exit points between transmission networks shall be performed by the Company on the basis of the cooperation agreements concluded with the related System Operator.

The Company shall publish the conditions applicable to Network Users of the cooperation agreements concluded with the related System Operators.

## **8.3 Management of measurement errors and measurement differences**

In a defective condition of the measuring equipment, the quantity of natural gas supplied/delivered shall be determined by one of the following methods, as agreed between the Parties concerned:

- in view of the error specified during the calibration and inspection of the faulty metering equipment, corrected to zero value;
- based on the natural gas quantity measured in a period similar to the period concerned when the measuring equipment was operating without any defects;
- based on another measuring equipment operating independently from the faulty measuring equipment, and measuring identical gas flow, if available.

If the period of erroneous measurement is unknown, or the Contracting Parties were unable to agree in respect of the period of erroneous measurement, then the entirety of the time passed since the last clearing period closed by a protocol shall be regarded as the period of erroneous measurement.

## **9. Allocation and clearing of natural gas**

The clearing of the use of the natural gas transmission network shall be performed on the basis of the values measured by the natural gas metering equipment specified in the Company's Business Code, the quantities allocated to the Network User by the related System Operators, and the conditions specified in the interconnection agreement concluded with the related System Operator at the interconnection and connection network points.

## **10. Principles of information flow**

In respect of the methodology of maintaining contact and the exchange of information the Contracting Parties shall agree as follows:

- Language of communication: Hungarian and/or English

- Mail, fax, e-mail and phone contacts shall also be maintained both during and outside of working hours for the purpose of verbal/data related contact, in order to ensure bilateral exchange of information and in order to comply with the tasks specified in the BCC. The Parties shall notify each other of any personal, contact related changes in respect of their operations - and related to their contact details - by not later than on the business day preceding the change.
- The flow of technological data shall take place as specified in the BCC, with the contents and technology specified therein.
- The rules for the use of the Informatic Platform are available at [www.fgsz.hu](http://www.fgsz.hu).
- The rules for the use of the CBP are available at the RBP Portal (<https://rbp.eu>).
- Individual data requests may only be made in a manner, with the contents, by the deadline agreed upon by the Contracting Parties in a separate agreement and subject to a fee paid.

## **11. Invoicing and terms of payment**

The Company shall issue its invoices/accounting documents pertaining to the services subject to these GCC in accordance with the prevailing Tariff Decree, the Price Application Decree and the model contracts contained in Annex 4 of the Business Code, and in respect of the amount generated under the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions/HOT Contract, rounded off to full HUF amounts.

The invoice shall be issued in paper-based form, or at the Network User's request in the form of an electronic invoice. The Network User shall inform the Company about the acceptance of the electronic invoice by completion of the Declaration contained in Annex 4, by the 3rd business day preceding the due date of invoice issuance.

The fee items specified in the Tariff Decree, established in the Confirmation of Specific Capacity Booking/Congestion Management Transactions/HOT Contract do not include VAT. The invoice shall be issued in accordance with the provisions of the prevailing VAT Act, and the accounting documents shall be issued in accordance with the provisions of the prevailing Accounting Act.

Method of payment: wire transfer to the bank account number indicated on the invoice/accounting document, in Hungarian Forint. The Network User/Licensee shall transfer the amount of the invoice/accounting document to the Company's bank account so that the amount can be credited to the Company's account by the due date.

Should the due date fall on a bank holiday or a holiday, then the deadline for payment shall be the first banking day following the bank holiday or holiday.

The Contracting Parties shall consider clearing performed by way of clearing between bank accounts once the amount as per the invoice/accounting document has been credited to the Company's bank account.

The costs pertaining to the performance of the payment shall be borne by the obligor.

### **11.1 Clearing of transmission capacity fee element**

#### **11.1.1 Long-term, quarterly and monthly capacity booking**

Non-interruptible, interruptible and off winter period transmission capacity fees shall be payable by the Network User on a monthly basis, in advance, as specified by the Price Application Decree.

If the Network User disposes of a Network Usage Framework Contract/HOT Contract, and a Confirmation of a Specific Capacity Booking Transaction, then the Contracting Parties shall agree upon a periodical clearing, and the clearing period shall be 1 gas month in the case of long-term, quarterly and monthly capacity booking. The performance date shall be defined by the Contracting Parties pursuant to Section 58 of the VAT Act in effect from time to time.

Based on the Confirmation of Specific Capacity Booking Transactions, the Network Usage Framework Contract/HOT Contract, and the invoice sent by the Company, the Network User shall transfer the amount of the capacity fee(s) to the Company's bank account so that the amount would be credited to the Company's bank account by the first day of the clearing period (and the date of the start of the natural gas transmission). The invoice shall be sent within 5 business days following the closure of the capacity product's auction, but not sooner than on the first day of the month preceding the clearing period (gas month).

As a general rule, the deadline for payment on the capacity fee invoice/the document comparable to an invoice shall not be less than 3 business days.

If the amount of the capacity fee(s) is not received by the due date to the Company's bank account, then the Company shall be entitled to suspend the natural gas transmission - as specified under Section 12.3.1 - of which the Network User shall be notified.

Should there be changes to the data contained in the relevant annexes to the Network Usage Framework Contract (quantities measured at entry, exit points and contracted in the off winter period) during the period between the issue of the current month's capacity fee invoice and the first day of the current month (which at the same time is the date of the commencement of natural gas transmission), then the Company shall modify the invoice in accordance with the provisions of the VAT Act.

Calculation of fees payable in advance

- In the case of long-term capacity products, the extent of the monthly payable fee shall be the one-twelfth of the capacity fee contained in the Confirmation of the Specific Capacity Booking Transaction.
- In the case of quarterly products, the extent of the monthly payable fee shall be the one-third of the capacity fee contained in the Confirmation of the Specific Capacity Booking Transaction.
- In the case of monthly capacity products, the extent of the monthly fee shall be the fee contained in the Confirmation of the Specific Capacity Booking Transaction.

### **11.1.2 Daily and within-day capacity bookings**

The Company shall provide the option of daily and within-day capacity booking to Network Users/Licensees who dispose of a Network Usage Framework Contract and a Specific Capacity Booking Transaction.

The Contracting Parties agree that daily and within-day capacity fees shall be accounted on a weekly basis, subsequently. The performance date shall be defined by the Contracting Parties pursuant to Section 58 of the Act on Value Added Tax in effect. The fee to be paid is equal to the capacity fee defined in the specific capacity booking transaction. The Company shall issue the invoice on the transmission capacity fee on the first business day following the actual week and sent to the Network User, who shall agree to pay the final amount of the invoice by the due date indicated on the invoice. The due date shall be the 10th day following the issuing.

### **11.1.3 Terms of invoicing, terms of payment concerning the auction fee**

The auction fee specified in the Auction Result Confirmation generated at the auctions announced by the Company shall be invoiced in proportion to time during the service period, together with the relevant capacity fee:

- In the case of annual capacity products, the extent of the fee payable monthly in advance shall be one-twelfth of the auction fee contained in the Auction Result Confirmation.
- In the case of quarterly products, the extent of the fee payable monthly in advance shall be one-third of the auction fee contained in the Auction Result Confirmation.
- In the case of monthly capacity products, the extent of the monthly fee payable shall be the auction fee contained in the Auction Result Confirmation.
- In the case of daily and within-day capacity products, the extent of the fee payable subsequently shall be the auction fee contained in the Auction Result Confirmation.

In the case of trader change, the auction fee specified in the Auction Result Confirmation shall be paid by the Recipient. The provision of preliminary information concerning the auction fee shall be the sole responsibility of the Network Users among themselves.

In the case of annual, quarterly and monthly capacity products, the Contracting Parties hereby agree on a periodical clearing. The clearing period shall be 1 gas month. The performance date shall be defined by the Contracting Parties pursuant to Section 58 of the VAT Act in effect from time to time.

In the case of annual, quarterly and monthly capacity products, based on the Auction Result Confirmation, and the invoice sent by the Company, the Network User shall transfer the amount of the auction fee to the Company's bank account so that the amount would be credited to the Company's bank account by the first day of the clearing period (and the date of the start of the natural gas transmission). As a general rule, the due date of the auction fee invoice/the document comparable to an invoice shall not be less than 3 business days.

In the case of daily and within-day capacity products, the Contracting Parties hereby agree to settle auction fees between each other on a weekly basis and subsequently. The performance date shall be defined by the Contracting Parties pursuant to Section 58. of the Act on Value Added Tax in effect from time to time. The extent of the fee payable shall be the auction fee contained in the Auction Result Confirmation. The Company shall issue the invoice on the transmission capacity fee on the first business day following the actual week and send it to the Network User, the earliest who shall agree to pay the final amount of the invoice by the due date indicated on the invoice. The due date shall be the 10th day following the issuing.

If the amount of the auction fee is not received by the due date to the Company's bank account, then the Company shall be entitled to suspend the natural gas transmission - as specified under Section 12.3.1 of the present GCC - of which the Network User shall be notified.

### **11.1.4 Reimbursement of interruptible transmission capacity fee in the event of interruption**

If capacity is interrupted in accordance with the rules specified in the BCC, then the transmission capacity fee paid shall be reimbursed subsequently, on a monthly basis.

The extent of the fee to be refunded in the event of an interruption of the interruptible standard capacity product is regulated by the Price Application Decree. It shall be accounted by the 15th day of the calendar month following the gas month, by issue of the document comparable to the invoice.

As a general rule, the due date of the document comparable to an invoice shall be the 15th calendar day following the issue thereof.

## 11.2 Clearing of volume fee

The billing period shall apply to one gas month.

The basis for calculation shall be the quantity of natural gas recorded in the transaction protocol by network users, delivered at the exit points, based on which the volume fee payable pursuant to the Price Application Decree shall be determined.

The amount of the volume fee shall be due following the current month. The volume fee shall be equal to the quantity delivered by the Company, recorded in the protocol, multiplied by the volume fee specified in the Tariff Decree.

The Company shall send the invoice on the volume fee issued based on delivery and acceptance protocol containing the daily final allocation to the Network User by the 5th business day of the month following the current month.

The due date of the volume fee invoices shall be the 30th calendar day following the issue thereof.

The Company shall prepare the delivery and acceptance protocol corrected with the data allocated in the re-allocation procedure by the 15th day of the calendar month following the gas month.

If on the basis of the finalised allocation clearing the invoice sent out based on the final allocation needs to be corrected, then the Company shall modify the invoice in accordance with the relevant provisions of the VAT Act, within 3 business days following that.

The due date of the corrected volume fee invoices shall be the 15th calendar day following the issue thereof.

## 11.3 Clearing of odorization fee

The odorization fee shall be due on a monthly basis, payable subsequently. The monthly fee shall be equal to the product of the quantity of odorant as per the transaction protocols based on the daily final allocation, signed by the Company on monthly performance, and the odorization fee specified by the Tariff Decree.

The Company shall send the invoice on the odorization fee to the Network User by the 5th business day of the month following the current month.

The due date of the odorization fee invoices shall be the 30th calendar day following the issue thereof. The Company shall prepare the delivery and acceptance protocol corrected with the data allocated in the re-allocation procedure by the 15th day of the calendar month following the gas month.

If as a result of the allocation clearing of the re-allocation procedure the invoice sent out based on the daily final allocation needs to be corrected, then the Company shall modify the invoice in accordance with the relevant provisions of the VAT Act, within 3 business days.

The due date of the corrected odorization fee invoices shall be the 15th calendar day following the issue thereof.

## 11.4 Clearing of the difference between the balancing gas settled based on the daily final allocation and the result of the re-allocation procedure

The Company shall prepare the protocol of the difference of the natural gas consumption, which is the basis of the clearance, by the 15<sup>th</sup> day of the calendar month following the given month in accordance with the prevailing provision of the BCC.

The clearance of the calculated difference shall be based on the daily average price weighted by the volume of all transactions concluded on the TPs.

On the basis of the protocol, the Network User shall issue an invoice to the Company by the 3rd business day following the date of receipt of the protocol, regarding the quantity of the natural gas left in the linepack.

On the basis of the protocol, the Company shall issue an invoice to the Network User by the 3rd business day following the date of issue of the protocol, regarding the quantity of the natural gas taken from the linepack.

The due date of the invoices shall be the 15th calendar day following the issue thereof.

The Parties agree that the difference of the result of the re-allocation procedure shall be settled periodically, on a monthly basis, subsequently.

## **11.5 Clearing of surcharges**

### **11.5.1 Surcharge payable by the Network User**

The surcharges concerning nomination deviation, balancing, interruption, capacity overruns and due to late notification of change of traders, and the subsequent capacity fee shall be determined and invoiced/charged as specified in the Price Application Decree and the BCC.

In the case of surcharges concerning nomination deviation, balancing and interruption, the Company shall determine the basic data serving as a basis for the invoice/debit letter by the 5th day of the calendar month following the gas month (which in the case of surcharges concerning capacity overruns and subsequent capacity fees shall be the 20th day of the third calendar month following the gas usage month), and shall issue the surcharge invoice/debit letter to the Network User.

The Company shall be entitled to issue the invoice/debit letter on surcharges concerning late notification of change of traders together with the transmission capacity fee invoice to the Network User, who shall pay the invoices separately issued, concerning surcharges due to late notification of change of traders and subsequent capacity fees together with the transmission capacity fee invoice/debit letter.

The deadline for invoice payment/debit letters shall be the 15th calendar day following the issue thereof.

### **11.5.2. Surcharge payable by the Company**

The Company shall be subjected to surcharge payment if the Company fails to provide or fails to fully provide the nominated capacity due to a reason attributable to it (default performance), and in the event of a frustration of the Contract due to a reason attributable to the Company. In other cases the Company shall not be subject to a surcharge payment obligation.

The natural gas transmission service - by gas days and by entry and exit points - is a service distributable on the basis of daily clearing, therefore the Company shall be held liable in the event of frustration or default performance, subject to liability of penalty, to the extent of the non-performed service - or service performed by default - in respect of the whole days affected by non-compliance - or default performance.

In respect of the above case, the Company shall be subject to the transmission nomination deviation surcharge payment obligation, as penalty, as specified in the Price Application Decree. In addition to the surcharge payment obligation as per the Price Application Decree, it shall not be subject to the payment of any other penalty or compensation.

Surcharge payment: The payment of the surcharge shall be due on the 15th calendar day calculated as of the issue of the debit letter.

#### **11.6 Clearing of balancing natural gas**

Network Users who are TP members shall settle their trading imbalances with the clearing agency on the basis of the contract as per Annex 4.8 of the Business Code.

Network Users who are not TP members shall be obliged to conclude the Contract for balancing services as per Annex 4.6 of the Business Code, and the Contract for the use of title transfer services as per Annex 4.7 with the Company.

In case of Contracts as per Annex 4.6. valid as of the entry into force of the present GCC, the Network User shall be obliged to pay the balancing service fee on a monthly basis in advance. The Contracting Parties shall agree upon a periodical clearing; the clearing period shall be 1 gas month. The settlement date is determined on the basis of Article 28 of the applicable Act CXXVII of 2007 on Value Added Tax, by the Parties.

#### **11.7 Complaints concerning invoices and accounting records**

In the event of a complaint concerning the invoice/accounting documents, the Network User/Licensee may only submit their complaint in writing, within 8 business days calculated as of the receipt of the invoice/accounting document. Complaints concerning invoices and accounting records shall have no postponed effect regarding the payment of the invoice/accounting document. In their complaint, the Network User/Licensee shall indicate the serial number of the invoice/accounting document contested, along with the contested value, quantity and the reason for the complaint.

Based on the written complaint by the Network User/Licensee, the Company shall perform the investigation of the complaint within 30 days, with those concerned involved as required, and shall inform the Network User/Licensee of the result thereof in writing, and, following that, subject to the result, following settlement of the dispute, and as per the complaint the Company shall, within 1 business day, either correct its invoice by a document comparable to an invoice, or shall issue an invoice, and shall void any other accounting documents and issue new ones as required, and shall financially settle the difference within 15 days.

The deadline for payment of the correction invoice (document comparable to an invoice/accounting document) shall be the 15th calendar day following the issue thereof.

If based on the result of the investigation the data of the invoice/accounting document originally issued by the Company have proven to be correct, i.e. the complaint concerning the invoice/accounting document was not well-established on behalf of the Network User/Licensee, and the amount of the invoice/accounting document was not paid by the deadline indicated in the original document, then the Company shall charge late interest on the disputed invoice value defined by Section 11.8.

The objection of the invoice/accounting document shall be managed as customer complaint by the Company.



## **11.8 Late payment**

Should the Network User/Licensee fail to pay any amount payable on the basis of any contract concluded by them with the Company at their due date, then the Network User/Licensee shall be in default. In the event of any default payment on behalf of the Network User/Licensee, the Company shall charge late interest of an extent specified under Section 6:155 (1) of the Civil Code in respect of the default amount by calculating the interest for the period from the day following the due date of payment until the date of actual payment of the amount. The amount of the default interest shall be calculated in view of a year of 360 days and based on the number of days actually passed.

The Company shall issue the default interest debit letters on a monthly basis, based on the late invoice payments performed by the last day of the previous month. The deadline for payment of default interest charges shall be the 8th calendar day following the issue of the debit letter.

The Company shall also send the debit letter by fax or e-mail to the Contracting Party in default.

## **11.9 Financial compensation**

If the Network User/Licensee has any payment obligation incurred in respect of the Company, and the Company has any payment obligations outstanding towards the Network User/Licensee based on any legal relationship, then the Company shall reserve the right to withhold the amount payable by it, and to offset its own payment obligation against the obligation outstanding on behalf of the Network User/Licensee.

The items affected by offset shall be reconciled, if needed, on an individual basis between the Company and the Network User/Licensee, by submitting the Compensation report contained in Annex No. 3 of the present GCC to the Network User/Licensee.

## **11.10 Clearing of capacity surrender and/or long-term 'use it or lose it' procedure**

If the Company is subject to obligation to refund on the basis of the application of the capacity surrender and/or long-term 'use it or lose it' procedure, the transmission capacity fee shall be refunded to the Network User subsequently, on a monthly basis.

The level of fee to be refunded is defined by the Price Application Decree. The level of the fee to be refunded is recorded in the Confirmation of Specific Congestion Management Transactions.

It shall be accounted by the 15th day of the calendar month following the gas month, by issue of the document comparable to the invoice.

The due date on the document comparable to the invoice is, in principle, the 15th day following the date of issue.

## **12. Legal consequences of breach of contract and the cases of contract termination**

### **12.1 Cases of Breach of Contract**

Any violation of any of the obligations specified under the Contract shall qualify as breach of contract, including but not limited to the following:

**On behalf of the Company:**

- In the case of the quality parameters, delivery pressure and delivery temperature specified in Section 5.3 of these GCC, provision of services in excess of the contracted tolerance ranges.
- The contracted capacity is not provided due to reasons attributable to the Company, except for shutdowns published as per the BCC.
- It fails to take over and to deliver the delivered/nominated natural gas due to reasons attributable to it.
- Failure to comply with payment obligation.
- Performance of odorization service as per other than the contractual limit values.
- Breach of confidentiality.

**On behalf of the Network User:**

- Delivery of natural gas of a quality other than the quality specified in Section 5.3 of these GCC to the Company at the entry point of the natural gas transmission network: the quality of the natural gas supplied deviates from the value provided under Sections 4 and 6 of the GCC or individually agreed in the Contract.
- Failure to comply with payment obligation.
- Failure to provide Contractual Security as specified under Section 12.4 or refill the Contractual Security.
- The contracted capacity at the network of the related System Operator and/or the natural gas quantities at the entry points are not provided.
- Non-compliance with interruption/limitation.
- Breach of confidentiality.
- if the operating license of the Network User is suspended or withdrawn by the Authority, as at the date of entry into effect of the Authority's relevant decision.
- In the case of bundled capacity products, violation of the nature of the bundled capacity product in the course of secondary capacity sales.
- In the case of bundled capacity products, any substantial changes concerning the booking of the other half of the bundled capacity product, affecting the performance of the contract, which also renders the performance of the Network Usage Framework Contract impossible. Such may be in particular but not limited to the following: termination prior to standard expiry of the contractual terms for capacity booking concerning the other half of the bundled capacity product for any reason.

## **12.2 Compensation**

In the event of damages caused by breach of contract, the Contracting Parties shall reimburse any damages incurred in respect of the subject of the service, which may be of an extent of the fee affected by the damage of the service.

Neither Contracting Party shall be liable for any indirect damages arising out of a breach of their obligations (including lost profit, loss of business, reduction in profitability, or any damage outside the subject of the service, caused by the other party to the other party's property during the performance of the contract).

None of the provisions hereunder shall be interpreted in a way that either Contracting Party would exclude or limit their liability for wilful breach of contract that would damage human life, physical integrity or health.

## **12.3 Legal consequences of breach of contract**

The Contract may only be suspended or terminated with immediate effect in cases specified in these GCC and the Contract.

### **12.3.1 Suspension of contractual performance on the event of breach of contract**

The Company shall be entitled to suspend the performance of the Contract with immediate effect in the case of the following breaches of contract on behalf of the Network User if the Network User fails to remedy those even by the deadline specified in a written notification sent by the Company to the Network User also outlining any legal consequences of such breach:

- the securities and guarantees specified under Section 12.4 are not provided by the Network User to the Company, or
- the Network User fails to pay its debt within 2 business days following the date of the demand for payment sent by the Company, the debt cannot be drawn down partially or wholly from the Contractual Security within an additional 5 calendar days, and it cannot be paid in the form of a collection order either, or
- after the call on of the Contractual Security as per Section 12.4, the replenishment thereof within 5 business days is not provided by the Network User to the Company, or
- if the operating license of the Network User is suspended or withdrawn by the Authority, as at the date of entry into effect of the Authority's relevant decision.

### **12.3.2.Termination of Contract**

The Contract of definite term may not be terminated by regular termination. They may only be waived by reference to erosion only subject to indemnification of the other Party, to which the rules contained in Section 12.3.3 of these GCC shall apply (Legal consequences of termination).

#### **12.3.2.1 Termination by the Company**

The Company shall be entitled to terminate the Contract in the cases specified in Section 12.3.1, subject to immediate effect following suspension of the performance of the Contract, and in accordance with the extraordinary cases as allowed for by the law, subject to a 30-day notice period, except where otherwise provided.

#### **12.3.2.2 Termination by the Network User/Licensee**

The Network User/Licensee shall be entitled to terminate the Contract prior to the expiry thereof, in cases and subject to provisions as allowed for and specified by the law, subject to a 30-day notice period, except where otherwise provided. The notice period of the termination of contracts with an indefinite duration is 30 days. Termination of the Network Usage Framework Contract takes effect on the date when the last of the Specific Capacity Booking transactions or other contracts regarding network usage is terminated.

The Network User/Licensee shall also be entitled to terminate the Contract in the event of an itemised and specified breach of contract by the Company, subject to 30-day notice.

In the case of demand for long-term capacity booking for several gas years or for the period following the next gas year, the right of termination shall also be extended by the following scope of cases for the contracts to be entered into:

The Network User shall also be entitled to terminate the Contract if the Contract cannot be performed or cannot be contractually performed based on a judicial or official decision, legislation enacted subsequently, or the interpretation thereof.

### 12.3.3 Legal consequences of termination

In the event of termination by the Company based on Section 12.3.2.1, and in the case of unjustified termination by the Network User/Licensee, the Network User/Licensee shall pay to the Company the yet unpaid portion of the capacity fee of long-term/quarterly capacity booking transactions concluded under the Network Usage Framework Contract, pertaining to the remaining period of the Contract.

In the event of a termination or capacity reduction by the Network User as per Section 12.3.2.2, if the entry and/or exit points affected by the Network Usage Framework Contract and the capacity booking are not booked by another Network User for the remaining part of the contractual period (change of traders by consumers), and transactions are discontinued at the entry or delivery points, then the Network User shall pay to the Company the yet unpaid portion of the capacity fee determined in the Network Usage Framework Contract for the period of the Contract pertaining to the remaining period of the long-term/quarterly Contract.

### 12.4 Securities and guarantees

In order to ensure the fulfilment of their obligations, all Network Users shall provide to the Company a financial security as per the terms of the present GCC, and an additional security as specified in these GCC, and upon request by the Company, to issue a collection order (hereinafter jointly referred to as: **"Guarantees"**).

The launch of the service provided by the Company shall be subject to the availability of valid Guarantees that are in compliance with the present GCC.

The conditions of the contractual guarantee pertaining to the settlement of the commercial imbalance of Network Users who are not members of the TP and the use of balancing services are also contained in this Section.

The contractual security conditions pertaining to the title transfer service are contained in the relevant contract (Business Code Annex 4.7).

The Network User shall submit at least HUF 10,000,000 as a guarantee related to the Network Usage Framework Contract. The Network User shall submit the guarantee to the Company with the conditions pursuant to this Point, simultaneously with the conclusion of the contract. The submission of this guarantee is a prerequisite for the entry into force of the contract.

#### 12.4.1 General conditions of the Financial Security

As a security for contractual obligations, the Network User shall provide a financial security to the Company.

The form of the financial security may be as follows, at the choice of the Network User/Licensee:

- bank guarantee and/or
  - cash deposit
- (hereinafter jointly referred to as: "Financial Security").

The cash deposit shall be paid by the Network User to the Company's bank account specified under Annex No. 2 of the present GCC. The Company is not obliged to keep the amount on a separate account. The Company shall not pay interest on the amount made available as cash deposit.

The Company shall accept the bank guarantee as per Annex No. 1 of the present GCC as Financial Security. At the Network User's choice, the Network User may submit the bank guarantee in paper-based form or in a SWIFT message, to the payment service provider specified by the Company. A bank guarantee issued by a foreign financial institution may be submitted in the form of a SWIFT message via the financial institution specified in Annex No. 2 of the present GCC.

The Financial Security provided by the Network User must be usable for the claims of the Company from the Network User - with special regard to any fees, surcharges, default interest, ancillary costs (e.g. taxes and dues, collection and implementation costs) due to the Company.

Prior to the acceptance of the bank guarantee, the Company shall perform a compliance check regarding the admissibility of the security. In order for the Company to be able to perform the compliance check, the Network User shall send the draft bank guarantee declaration to the Company. The Company shall send feedback to the Network User within five business days regarding the acceptance of the bank guarantee. Based on the above, the Company accepts a preliminarily examined bank guarantee declaration.

The Company shall accept a bank guarantee from a bank with a credit rating of at least grade "BB" (BB+, BB, BB-) as per Standard & Poor, or equivalent Moody's, Fitch credit rating.

The submission form for the security shall be determined as follows:

- in case of a bank guarantee:
  - receipt by the Company of the original bank guarantee;
  - receipt of the SWIFT message by the payment service provider of the Company;
  - receipt of the copy of the bank guarantee sent by the issuer bank electronically;
- in case of a cash deposit,
  - crediting the amount to the Company's bank account specified;
  - receipt of the SWIFT message that was sent directly by the sender bank via e-mail to the Company, regarding the execution of the payment order.

#### **12.4.1.1 Definition of Auction Security**

Prior to participation in the capacity auction at the CBP, the Network User shall make available to the Company a Financial Security of the extent specified below (hereinafter: "**Auction Security**"), which shall be a condition to the determination of the credit limit. Without a proper Auction Security and credit limit the Network User shall not be entitled to participate in the capacity auction.

The Network User shall submit the Auction Security to the Company by not later than 12.00 hours of the banking day preceding the capacity auction, subject to the terms specified above. In the course of determining the credit limit, the Company shall not be obliged to take into account any securities submitted past the deadline.

The Company shall determine the Network User's credit limit in consideration of the expired claim by the Company from the Network User outstanding at the time of determining the credit facility. In case of expired claims, the Company may restrict the Network User's right to use the Capacity Booking Platform.

##### **12.4.1.1.1 Long-term/quarterly capacity auctions**

In the case of long-term/quarterly capacity auctions the Auction Security serves to ensure the provision of the contractual securities as per Section 12.4.1.2 required for the launch of the Service subject to the conditions specified hereunder by the Network User winning the capacity auction.

The amount of the Auction Security shall be HUF 35,000,000 the availability of which entitles the Network User to participate in all yearly and quarterly auctions for the concerned gas year. If the Network User does not have sufficient credit limit at the start of the capacity auction, the right to participate in the given auction may be lost.

In the case of a successful bid, the total amount of the auction security shall be available to the Company until submission of the relevant contractual security taking into account the provisions of the Implementation Decree (IDecr). Based on the request by the Network User, the auction security may be viewed as contractual security if the conditions specified under Section 12.4.1.2 are met.

The auction security shall enter into effect not later than on the day of the capacity auction, and it shall be valid until at least the last day of the gas year concerned.

#### **12.4.1.1.2 Monthly/daily and within-day capacity auctions**

In the case of monthly/daily and within-day capacity auctions, the Auction Security serves as security for the capacity fee and auction fee related to the Network User's auction bid.

The Auction Security shall cover at least the amount of the capacity fee and the auction fee related to the bid to be submitted at the capacity auction by the Network User.

At a particular capacity auction, the starting **credit limit** of the **Network User** shall be determined as follows:

$$\text{Credit limit amount} = \sum AS - \sum CS$$

where:

- FS = is the amount of Financial Security(ies) compliant with the conditions specified under Section 12.4.1, provided to the Company by the Network User;
- CS = is the amount of the Contractual Security related to the Network User's effective contracts, as specified under Section 12.4.1.2.

In the process of the auction, the capacity fee and the auction fee related to the bid shall be locked (locked credit), which will reduce the amount of the starting credit limit.

Should the amount of the capacity fee and auction fee related to the bid provided by the Network User and submitted at the capacity auction exceed the Network User's available credit limit, then the bid concerned shall be rejected at the CBP.

In the case of a successful bid, the Auction Security shall be treated by the Company as contractual security to the extent of the relevant capacity fee and auction fee, until compliance with the Network User's payment obligation. In the case of an unsuccessful bid, the blocked Auction Security shall be released.

The Auction Security shall enter into effect not later than on the day of the capacity auction, and it shall be valid for a period of at least the service period + 60 days.

#### **12.4.1.2 Definition of Contractual Security**

Prior to the commencement of the service period indicated on the Confirmation of Specific Capacity Booking Transactions, in HOT contracts, in the Capacity Booking Contract concluded under the Open Season procedure as a condition to the use of the Service, the Network User shall provide a Financial Security to the Company (hereinafter: “**Contractual Security**”) for the performance of its payment obligations.

The Contractual Securities shall be submitted by the Network User to the Company by not later than the deadline specified under the Implementation Decree (IDecr). The Contractual Security shall enter into effect not later than on the 1st day of the service period, and it shall be valid for at least 60 days following the expiry of the service period.

If the Company has an uncontested and expired claim against the Network User or a group member of the Network User whose service has been suspended before and whose contracts have been terminated by the Company due to non-payment or the lack of contractual security, FGSZ Ltd. is entitled to require a contractual security in the amount calculated on the basis of the present section and increased with the sum of the uncontested and expired claim. Those Network Users shall be considered to be group members which have an influence pursuant to Article 8.2 to the Civil Code in relation to each other, certified by public documents.

The Contractual Security shall provide coverage at least as follows:

- in the case of long-term capacity: based on the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions/HOT contract/Capacity Booking Contract concluded under the Open Season procedure, for the amount of one-twelfth of the annual capacity fee and annual auction fee and of the volume -related security as specified below, plus VAT;
- in the case of quarterly capacity: based on the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions, for the amount of one-third of the quarterly capacity fee and quarterly auction fee and of the volume -related security as specified below, plus VAT;
- in the case of monthly capacity: based on the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions, for the amount of the monthly capacity fee and auction fee and of the volume -related security as specified below, plus VAT;
- in the case of daily and within-day capacity: based on the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions, for the amount of the capacity fee and auction fee included in the confirmation and of the volume -related security as specified below, plus VAT;

The amount of the **volume** -related **security** shall be determined as follows:

- in the case of long-term capacity: twice the one-twelfth of the maximum annual volume fee and odorization fee, plus VAT, calculated based on the capacity contained in the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions/HOT contract/Capacity Booking Contract concluded under the Open Season procedure, multiplied by the volume-related correction factor;
- in the case of quarterly capacity: twice the one-third of the maximum quarterly volume fee and odorization fee, plus VAT, calculated based on the capacity contained in the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions, multiplied by the **volume-related** correction factor;
- in the case of monthly capacity: the maximum monthly volume fee and odorization fee, plus VAT, calculated based on the capacity contained in the Confirmation(s) of Specific Capacity

Booking/Congestion Management Transactions, multiplied by the volume-**related** correction factor;

- in the case of daily and within-day capacity: the maximum daily volume fee and odorization fee, plus VAT, calculated based on the capacity contained in the Confirmation(s) of Specific Capacity Booking/Congestion Management Transactions, multiplied by the volume-**related** correction factor;

Where

**Volume-related correction factor** means the percentage of the peak day capacity utilisation of the annual capacity booked at the exit points in the reference period.

**Reference period** means the 12 gas months preceding the date of establishment of the correction value. The Company may determine a special correction value in respect of the summer and winter period.

The Company shall publish the correction value(s) applicable to the gas year by the 45th day preceding the gas year.

The Company shall be entitled to review the correction value(s) announced as specified above, which shall be published at the Company's website by the 30th day preceding the date of application.

In the case of **secondary capacity trading**, the contractual security provided by the Network User receiving the capacity shall provide coverage for the amount of the volume-related security calculated on the basis of the capacities received as specified above.

**In case of a Network User who is not member of a Trading Platform**, the Network User is obliged to submit a financial security to the Company in relation to the balancing service that is equal to the security of a TP clearing member defined by the applicable business code and other rules of KELER CCP Ltd.

**In case of customer migration and capacity transfer**, the receiver Network User shall provide contractual security defined by the present section with regards to the received capacity.

**In case of over-nomination**, the Network User involved in the over-nomination shall provide contractual security defined by the present section with regards to the over-nominated capacity. Those Network Users are entitled to use over-nomination that have at least 10 000 000 HUF available credit limit. If this requirement is not fulfilled, the Network User has no right of over-nomination and the right is suspended till the requirement is met.

If the Network User's available credit limit becomes 0 HUF or falls below 0 HUF for any reason (i.e. secondary capacity trade transaction, customer migration, capacity transfer transaction, over-nomination etc.), the Company may restrict the Network User's right to use the IP and/or CBP (i.e. suspension of right of over-nomination) till the relevant requirement is fulfilled.

#### 12.4.2 Conditions of the amendment and withdrawal of Financial Security

In the course of change to another gas year the Network User shall ensure that the Financial Security provided by it would serve as security for its obligations outstanding on the basis of all its contracts concluded between the Network User and the Company in respect of both the given gas year and the following gas year.



If the Financial Security has been provided by the Network User in the form of a bank guarantee, and if it intends to provide it in the form of a bank guarantee also for the following gas year, then the Network User shall amend the existing bank guarantee prior to the start of the following gas year by the deadline specified as per the IDecr, as follows:

- Determination of the expiry of the amended bank guarantee: the 60th calendar day following the end of the gas year to follow.
- Determination of the guarantee amount of the amended bank guarantee: the guarantee amount equivalent to the higher of the guarantee amount calculated for the given gas year and the guarantee amount calculated for the following gas year, fixed in the form of a bank guarantee.

At its choice, in addition to the Contractual Security provided for the given gas year, the Network User may, as security for the payment obligations of the following gas year, also provide a new bank guarantee to the Company, as specified above. The Network User shall also be entitled to provide the Contractual Security pertaining to the new gas year in the form of a cash deposit, subject to the above conditions, irrespective of the form of the Contractual Security provided in the given gas year.

Should the Network User fail to comply with its obligations, then that shall qualify as breach of contract.

At the written request of the Network User, the Company shall authorise the cancellation of the bank guarantee, or a reduction of the amount thereof if

- that is made possible by the security (auction and financial security) requirement of the Company from the Network User, as specified hereunder, and
- it can be established that the Network User and the Company have financially settled accounts with each other in full in respect of the legal relationship covered by the Financial Security, and that the Company has no additional claims whatsoever from the Network User arising out of that legal relationship.

In the case of a cash deposit, the total amount or part of the cash deposit shall be refunded by the Company to the Network User within 5 working days, if requested in writing, if

- that is made possible by the security (auction and financial security) requirement of the Company from the Network User, as specified hereunder, and
- it can be established that the Network User and the Company have financially settled accounts with each other in full in respect of the legal relationship related to the Financial Security, and that the Company has no additional claims whatsoever from the Network User arising out of that legal relationship.

In the event of a termination of the Contracts, the Company shall transfer to the Network User the amount of the cash deposit after the full clearing of claims on the Network User.

### **12.4.3 Collection order**

In addition to the Financial Security specified under Section 12.4.1, at the notification by the Company, in order to facilitate compliance by the Network User with its payment obligations towards the Company, the Network User shall provide, to the benefit of the Company, as beneficiary, a collection order(s)

(hereinafter: "Order") as specified by MNB Decree No. 35/2017 (XII.14) on payment services activities, to the payment service provider(s) holding its payment account(s), subject to the following conditions:

- The Order shall enter into effect not later than on the banking day preceding the start of delivery or on the banking day specified in the Company's Order, and it shall expire on the 60th day following the expiry of the Contract.
- The Network User shall submit the Order in 3 original copies, of which one copy shall be due to the Network User, one copy to the payment service provider, and one copy to the Company.
- The Order may only be withdrawn subject to written authorisation by the Company.
- In the event of a lack of funds, the queueing period shall be 35 calendar days.

If the Network User fails to comply with its financial obligations arising out of the Contracts, then the Company shall be entitled to enforce its collection right over the Network User's payment account, based on the Order. The Company shall be entitled to enforce such right as of the day following the due date, in respect of part of or the whole of the Network User's contractual obligations.

Until full payment of the financial obligations outstanding based on the Contracts, the Network User shall not be entitled to act against its payment service providers in a manner that would hinder the enforcement of the right to collection based on the Order.

The Network User shall agree to hand over to the Company the original copies of the collection order(s) - supplied with a bank clause on the acceptance with unchanged contents by the payment service provider(s) concerned - within 5 business days following notification by the Company concerning the provision of the Order.

If the Company has instructed the Network User to provide an Order, then the Network User shall inform the Company within 3 business days about the opening of its new payment account(s), and shall have a collection right assigned to the newly opened payment account(s) within 5 business days, as specified above.

If due to local legislation the Network User is unable to provide a collection order to the Company, as beneficiary, as specified herein, then the Parties shall be entitled to agree upon another security.

Network Users, who are not members of any Trading Platform, are obliged to provide a collection order related to the balancing contract concerning all of their bank accounts, in accordance with the above conditions. In case a Network User, who is not member of any Trading Platform, or the Network User's mother company has a credit rating as per Standard & Poor, or equivalent Moody's or Fitch, and the Network User's or the Network User's mother company's long-term credit rating is at least grade 'BBB-' or equivalent, then the Company shall ignore the obligation described by the present paragraph, if the said Network User, who is not member of any Trading Platforms, provides satisfactory proof thereof.

#### **12.4.3.1. Cancellation of collection order**

The Company shall consent to the withdrawal of the collection order provided by the Network User subject to the application of those specified under Section 12.4.2, as appropriate.

#### **12.4.4 Additional security**

##### **Contract for the use of balancing services**

In the case of contracts for the provision of balancing services the Company shall be entitled to claim an additional security from the Network User, subject to the conditions specified herein.

The Company shall be entitled to determine on a daily basis the available balance of the security provided by the Network User, based on the cumulative balance of the imbalance transactions.

##### **Secondary capacity trading**

The Company shall be entitled to claim an additional security from the Network User, subject to the conditions specified herein, from Network Users not contracting capacities at the CBP, but purchasing capacity in the course of secondary capacity transactions.

The Company shall be entitled to determine on a daily basis the available balance of the security provided by the Network User, based on the cumulative balance of the secondary capacity transactions.

##### **Common rules:**

In the given accounting period, the Network User's cumulative financial obligation may not exceed 60% of the value of the transaction security provided by the Network User to the Company. Should the Network User's cumulative financial obligation exceed such limit, then the Company shall be entitled to determine an additional security to be provided by the Network User. The extent of the additional security shall be determined so as to provide coverage for the portion of the financial obligation exceeding the limit.

Should the additional security be provided by the Network User to the Company in the form of a cash deposit, then the amount shall be provided by the Network User by wire transfer to the Company's bank account as specified in Annex No. 2 of the present GCC, by not later than the date indicated in the notification. The provision of the additional security in the form of a cash deposit shall qualify as complied with once the amount equivalent to the extent of the additional security specified by the Company has been credited to the Company's bank account indicated in the notification.

The amount of the cash deposit provided as additional security may in part or in whole be refunded to the Network User based on the cumulative financial obligation and the expected volume, subject to mutual agreement by the Parties.

Should the Network User provide the additional security to the Company in the form of a bank guarantee, then the Company and the Network User shall separately agree upon the parameters of the bank guarantee to be provided:

- in the case of the provision of a new bank guarantee in respect of the guarantee amount and the expiry,,
- in the case of a modification of an existing bank guarantee, in respect of the increase of the guarantee amount.

The Network User shall make the bank guarantee provided as additional security available to the Company by the date indicated in the notification by the Company.

In case the collection order is available, the Company is entitled to initiate the collection of the required additional security about which the Network User shall be informed.

#### **12.4.5 Enforcement of guarantees**

##### **12.4.5.1 Failure to provide Contractual Security**

Should the Network User fail to comply with its Contractual Security provision obligation as specified under Section 12.4.1.2 by the deadline and as per the conditions set forth therein, then the Company shall be entitled to reject the Service and to draw down the Auction Security.

##### **12.4.5.2 Failure to comply with payment obligation**

Should the Network User fail to comply with its payment obligation by the payment deadline, then the Company shall send a demand for payment to the Network User on the day following the due date of the invoice(s), subject to the payment deadline specified under Section 12.3.1. If the Network User submitted the financial security in the form of cash deposit and has available credit limit on the CBP, the Company may set off the Network User's payment obligation against it.

Upon compliance in part or in whole with its payment obligation, the Network User shall send to the Company the certificate issued by the payment service provider about the one-off and irrevocable wire transfer.

Should the Network User fail to comply with its payment obligation by the deadline specified in the demand for payment, then the Company shall be entitled to immediate call on the Network User's bank guarantee or use the cash deposit, and in parallel therewith the Company shall instruct the Network User to replenish the guarantee by the deadline provided (provision of guarantee or cash deposit).

If in the course of the bank guarantee call on or the use of the cash deposit the obligation of the Network User outstanding towards the Company is not paid or is only paid in part, then the Company shall be entitled to enforce its right based upon the collection order.

Should the obligation of the Network User outstanding towards the Company be settled in part or in whole during the period between the submission of the collection order/bank guarantee call on and the payment by the bank, and if there is a higher amount collected by way of enforcement of the securities than the amount of the receivables by the Company, then the Company shall arrange for the repayment of the difference by not later than within 5 business days to the Network User. The Company shall pay no interest on the difference.

In excess of the gross invoice amount owed, the Company shall be entitled to also use the Contractual Securities for any late interest, fees (also including the surcharge) and other ancillary costs (including collection and implementation costs) potentially incurred and not paid by the Network User.

Should the Network User have any overdue debts arising out of any contracts in place with the Company, then the Company shall be entitled to refuse to comply with the Network User's new demand for capacity contracting until the Network User has paid its former debt in full.

In case the Network User incurs any overdue liability against the Company, the Company will have the right to offset the Network User's expired debt from any of its payment obligations to the Network User arising out of the contract or any other legal relationship, and to concurrently inform the Network User about this.

The Company shall be entitled to charge to the Network User the costs incurred due to the enforcement of the securities.

### **13. Miscellaneous provisions**

The Contracts concluded on the basis of these GCC represent any and all provisions in place between the Parties, and the Parties hereby exclude the use of the materials concerning consultations between them prior to contract conclusion or the practice or custom potentially applied in their former business practices.

The Contract may only be laid down in writing following the conclusion of the contracts drafted in accordance with the network usage model contracts of the Company. Legal statements separately documented or expressed by the Parties verbally, by conduct or silence shall not create a contract.

#### **13.1. Risk assumption**

The Company shall conclude a liability insurance to cover both property and environmental damages regarding the natural gas transmission network owned by the Company, to the extent of reasonable risk assumption, subject to the conditions available at the insurance market.

The Company's liability shall solely apply to the consideration for the energy content of the natural gas received but not delivered.

#### **13.2. Liability**

In the event of a breach of the contractual provisions, the Party in breach shall pay compensation to the other Party for their damages incurred due to the breach of contract, as specified under this Section and Section 12.2 of the GCC. The Party referring to the occurrence of the damage shall be liable for providing evidence of the breach of contract, the damage being incurred and the extent thereof.

In the case of simple negligence, the Parties shall only be held liable if the breach of contract involves a major contractual obligation (e.g. non-contractual natural gas supply, interruption of natural gas transmission in the case of using non-interruptible capacity) and this puts at risk the achievement of the Contract's objective. For the breach of contract the Party in breach shall pay to the Company the portion pertaining to the remaining period of the contract and yet unpaid of the annual transmission capacity fee, volume fee, odorization fee per gas year payable at the entry and exit points as specified under the Contract, i.e. the extent of the damage shall be limited to the value of the service.

Any liability for consequential damages shall be expressly excluded by the Parties.

The limitation of liability as specified hereunder shall not apply to any wilful damage or damage arising out of breach of contract damaging life, physical integrity or health.

Without affecting the general applicability of the above provisions, the Company shall be liable for damages arising out of the destruction of the gas quantity during the period between the receipt and the delivery of the gas quantity to be transmitted as per the Contract, or any deterioration in quality in excess of those specified under the BCC.

The Company shall not be held liable for any non-performance of the (contracted) transmission task requested by the Network User if the reason thereof is attributable to grounds within the scope of interest of the Network User, or if it is caused by a circumstance outside the Company's scope of control and unforeseeable at the time of contract conclusion and the Company could not have been expected to

avoid such circumstance or to prevent the damage incurred. The Contracting Parties shall notify each other without delay if performance is hindered or expected to be hindered by any third party.

The injured party is subject to damage prevention, damage elimination and damage mitigation liability. The injuring party shall not be obliged to pay any damage incurred due to an imputable breach of such obligations. Any default by those whose conduct the injured party is responsible for shall be charged to the injured party.

In view of the above, furthermore the provisions of the Civil Code concerning damages caused by breach of contract shall apply.

### **13.3. Invalidity of certain provisions of the Contract**

Should any the provisions of the Contract be invalid or ineffective, or become ineffective, that shall not affect the other provisions of the Contract. The Contracting Parties shall agree to immediately conduct good-faith negotiations in order to replace the invalid or ineffective provision as of the date of invalidity or ineffectiveness by another provision whose economic outturn, as far as possible, approximates the economic outturn of the invalid or ineffective provision.

In the event of any deficiencies of the Contract, the deficiency shall not affect the other provisions of the Contract. In order to remedy such deficiency, the Contracting Parties shall agree to supplement the Contract by an effective provision that addresses the interests of both Parties in a fair manner.

### **13.4. Force Majeure**

Any and all unexpected, unforeseeable and inevitable events shall be deemed as circumstances excluding liability (Force Majeure events) that temporarily or permanently hinder the performance of the obligations arising out of or derived from the Contract and that were not generated by the relevant Contracting Party who was prevented from complying with the Contract.

However, circumstances arising out of the financial situation of the relevant Contracting Party may not qualify as events excluding liability, including any obstacles to performance that should have been avoided wholly or in part by the relevant Contracting Party by efforts reasonably expected from it, such as the absence of an official license that is required for compliance with the obligations of the relevant Contracting Party.

The following events shall in particular but not exclusively qualify as Force Majeure events:  
Natural disasters, severe damage to the pipeline network caused by other than either of the Parties, fire, explosion, international embargo, war, civil war - events that prevent performance of the Contract in due time.

The Contracting Party on behalf of which the performance of the contractual obligations is rendered impossible due to a Force Majeure event, shall immediately inform the other Contracting Party in writing about the occurrence of such events.

The notification shall contain information on the occurrence and the nature of such events, and any potential consequences thereof.

The Contracting Party announcing the Force Majeure event shall also notify the other Contracting Party immediately and in writing about the termination of such circumstances.

The Contracting Party suffering a Force Majeure event shall make all reasonable efforts to be able to again perform its contractual obligations as soon as possible. This Contracting Party shall inform the

other Contracting Party in that respect on an ongoing basis and shall notify the other Contracting Party about the foreseeable duration of the existence of obstacles to contractual performance generated by the Force Majeure event.

As long as the performance of the Contract is hindered by Force Majeure there is no compensation obligation outstanding in respect of the service or part of service not performed.

### **13.5. Confidentiality**

The Contracting Parties shall represent that data and facts related to the other party and its activity of which they become aware in any manner whatsoever in connection with concluding this contract and its performance—thus particularly, but without limitation, the existence and substance of this agreement—constitute business secrets, which the parties will not be permitted to disclose nor to make available to third parties nor to use for purposes other than performing this agreement.

The non-disclosure obligation shall furthermore not extend to the following information:

- which are in the public domain, or subsequently become public due to other than the fault of the Contracting Party receiving information or
- were provably and legally in the possession of the receiving Contracting Party prior to the effective date of the Contract or
- which became known to the Contracting Party receiving the information by means of a third-party whom or which is not bound by a non-disclosure agreement with respect to the Contracting Party to whom/which the information pertains or
- the disclosure or publication of which is mandated by legal regulations, stock exchange statutes or authority by-laws, to the extent and among the scope of people that is stipulated or
- information on the conclusion and termination of the System Usage Framework Contract and the Informatic Platform User Agreement, provided to the TP operator.

The Company shall be entitled to notify the Hungarian Energy and Public Utility Regulatory Authority about demands for payment sent to the Network User and the use of any legislative or contractual legal consequences pertaining thereto.

The termination of the Contract for any reasons whatsoever shall have no bearing on the effect of this non-disclosure clause, which will remain in force for 3 years after the termination of the Contract.

Should the Party in breach be in violation of its confidentiality obligation, then it shall be obliged to pay to the other Party a penalty amounting to HUF 1,000,000 (one million HUF) per breach of contract. The Party in breach of contract shall pay the amount of the penalty within 8 days calculated as of the issue of the debit letter.



**Annex No. 1**

**GUARANTEE DECLARATION**

Guarantee number: .....

**For the attention of:**

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság

(registered seat: 8600 Siófok, Tanácsház u. 5., tax number: 12543331-2-14, company registration number: 14-10-300230)

(hereinafter: "**Beneficiary**", or "FGSZ Ltd.")

**Issuer:**

*Bank's name:*

*Bank's address:*

(Company registration number Court of Registry:)

(hereinafter: "**Bank**")

Dear Sir/Madam,

..... (hereinafter: "Network User", registered seat:.....) informed us that there was/were a contract/contracts concluded between the Beneficiary and the Network User as per the Beneficiary's General Conditions of Contract (GCC), which by their type may be as follows:

- Network Usage Framework Contract (contract number(s):...)<sup>1</sup>
- Auction Result Confirmation(s) concluded as a result of an auction transacted at a Capacity Booking Platform;
- Other Confirmation(s) of Specific Capacity Booking Transactions;
- Contract on Balancing Gas Settlement and the Use of Balancing Services for Network Users that are members of trading platform(s)(contract number(s):...)
- Other e.g. Long-Term Capacity Booking, Natural Gas Transmission, Odorization and System Operation Contract, Capacity Booking Contract concluded under the Open Season procedure (contract number(s):...)

(hereinafter: "**Contract**"), and based on the Contract a prerequisite of performance on the part of the Beneficiary is to provide the present Bank guarantee ("**Guarantee**"). Based on the Contract, all amounts due to the Beneficiary and payable by the Network User - in particular but not limited to any fees, surcharges, late interest, ancillary costs due to the Beneficiary -, and any other performance obligations of the Network User specified under the Contract shall be covered by this Guarantee.

In addition thereto we are aware that during the Contractual Period the Network User shall be entitled to amend its Contract, to conclude a new Contract, which also extends to the Contract concluded on the basis of the Confirmation(s) of Specific Capacity Booking Transaction. This Guarantee shall cover

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<sup>1</sup> The contract no. should be left blank in all cases, if the Network User does not conclude the given type of contract.





all amounts due to the Beneficiary and payable by the Network User, and any other performance obligations of the Network User specified under its Contracts as well.

1. Based on the Network User's request, we hereby irrevocably and unconditionally guarantee up to the amount of HUF ....., i.e. .... HUF (hereinafter: "**Guarantee Amount**") in respect of all payment and performance obligations of the Network User arising out of the Contract, for the benefit of the Beneficiary or its legal successor verified by the extract from the Companies' Register submitted as per Section 2 (d) of this Guarantee (fees and surcharges, VAT, default interest and other ancillary costs due to the Beneficiary, including collection and implementation costs).
2. Based on this Guarantee, as per the first written demand by the Beneficiary (hereinafter: "**Demand**"), in the amount specified by the Beneficiary, but in total not exceeding the Guarantee Amount, without examination of the legal relationship serving as basis and regardless of any objections, the Bank shall make a payment to the benefit of the Beneficiary within 3 banking days following receipt of the Demand, provided that (a) in the Demand the Beneficiary declares that the Network User failed to comply with or did not contractually comply with their obligations specified under the Contract; (b) in the Demand there is a reference to the present (by provision of this Guarantee's number); (c) the Demand is sent by not later than the Expiry Date to the Bank's above named address, by postal or personal delivery, or an authentic (coded) SWIFT message); and (d) the authorisation to sign and the authenticity of the signature of the persons signing the Demand has been satisfactorily verified (by its extract from the Companies' Register not older than 30 days and specimen signatures or appropriate certification by their account holding bank).
3. Any fees incurred in relation to this Guarantee shall be borne by the Network User, except for the bank guarantee registration fee charged to the Beneficiary by the payment service provider holding the Beneficiary's bank account.
4. The payment obligation of the Bank related to the Guarantee shall only be reduced by the amount paid on the basis of the written Demand issued by the Beneficiary.
5. This Guarantee may also be called on in instalments. The Guarantee Amount shall be automatically reduced by any payments made under this Guarantee.
6. The Bank shall comply with its payment obligation specified under Section 1 of the Guarantee without the deduction of any taxes, customs fees, contributions and fees.
7. The Guarantee shall enter into effect on (day) ..... (month) 20.,... (year). The Guarantee shall expire without any further notification on the day of .....<sup>2</sup> (hereinafter: "**Expiry Date**") irrespective of whether the original copy of the Guarantee is returned to our Bank or not. The Bank shall not perform any payments based on Demands received after the Expiry Date.

In respect of this Guarantee, Hungarian law shall apply.

Dated, ....., 20. ....

Yours sincerely,

*Bank's name:*  
 Contact person: .....  
 Phone:.....  
 Fax: .....

<sup>2</sup> Till the deadline described in the GCC



BUSINESS CODE OF FGSZ NATURAL GAS TRANSMISSION CLOSED COMPANY LIMITED  
BY SHARES  
GENERAL CONDITIONS OF CONTRACT - CONCERNING NETWORK USAGE CONTRACTS  
ANNEX 4.d.

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.....	.....
Name	Name
Position	Position
Client Host	Client Host



## Annex No. 2

### Bank account data of FGSZ Ltd. (cash deposit)

Account holding bank:	OTP Bank Nyrt.
IBAN account number:	HU71 1179 4008 2054 1097 0000 0000
SWIFT:	OTPVHUHB
Currency:	HUF

### In the case of bank guarantee, sending of SWIFT message:

Bank's name:	OTP Bank Nyrt.
SWIFT:	OTPVHUHB



**Annex No. 3**

**Partner's name**

**Address**

**COMPENSATION PROTOCOL**

Dear Partner,

We would like to inform you that in accordance with Point 11.9. of Annex 4.d of the Business Code of FGSZ Ltd. the following invoices have been compensated:

Claims of FGSZ Ltd.:

Description	Bank account number	Invoiced amount (HUF)	Amount subject to compensation (gross, HUF)	Payment deadline
<b>Total</b>				

Liabilities of FGSZ Ltd.:

Description	Bank account number	Invoiced amount (HUF)	Amount subject to compensation (gross, HUF)	Payment deadline
<b>Total</b>				

FGSZ Ltd. Claims/Liabilities:

Amount to be transferred	Deadline of financial execution

If FGSZ Ltd. incurs a liability to your Company, FGSZ Ltd. ensures the transfer of the difference due to your Company by the deadline.

If FGSZ Ltd. incurs claim to your Company, you are kindly required to transfer the difference due to FGSZ Ltd. by the deadline.

Best regards,

.....  
 Name 1  
 Position 1

.....  
 Name 2  
 Position 2



## Annex No. 4

### Declaration of acceptance concerning e-invoices

Company name:

Billing address:

Tax number:

Represented by:

Please send electronic invoices issued by FGSZ Ltd., accompanied by their attachments, to the following e-mail address:

**e-mail address:**

I agree to notify FGSZ Ltd. in the event of a change of the above provided e-mail address without delay,  
in writing.

.....  
Authorised signature

Please send your statement to the following contacts:

FGSZ Ltd.

Mailing address: 8601 Siófok Pf.: 8.

E-mail: [szamlazas@fgsz.hu](mailto:szamlazas@fgsz.hu)

Fax: +36 (84) 505 617



**Annex No. 5**

**DECLARATION ON THE USE OF SINGLE-SIDED NOMINATION SERVICE**

NAME OF THE DECLARANT

[Redacted area for Name of the Declarant]

COMPANY NAME

[Redacted area for Company Name]

ADDRESS

[Redacted area for Address]

FGSZ CODE

EIC CODE

CONTACT PERSON (on duty)

[Redacted area for FGZ Code, EIC Code, and Contact Person]

PHONE:

FAX:

E-MAIL:

[Redacted area for Phone, Fax, and E-mail]

I declare that I intend to use the single-sided nomination services described in the Business Code of FGSZ Ltd., i.e. I authorize FGSZ Ltd. to receive nomination on my behalf from the NNO stated bellow regarding the following network point, shipper-pair and validity in accordance with the rules concerning the network point as well as transmit single-sided nomination to the given NNO.

Name of the network point	Code of the network point	Code of the Network User	Code of the NNO	Start of validity	End of validity

The signed declaration can be submitted by fax (fax: +36 84 505 217), via e-mail ([nomdisp@fgsz.hu](mailto:nomdisp@fgsz.hu)), by post (8601 Siófok, Pf. 102.)

Place/Date: .....

Signature:.....