



A MOL-CSOPORT TAGJA

Contract number:

CAPACITY BOOKING CONTRACT

CONCLUDED IN THE FRAMEWORK OF AN OPEN SEASON PROCEDURE

hereinafter referred to as **Contract**,

made by and between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (FGSZ Natural Gas Transmission Private Company Limited by Shares)

Registered office: H–8600 Siófok, Tanácsház u. 5.
Mailing address: H–8600 Siófok, Tanácsház u. 5. (Pf. 102.)
Account keeping financial institution: ING Bank N. V. Hungarian Branch Bank
SWIFT (BIC): INGBHUHB
IBAN account number: HU08 1370 0016 0420 0013 0000 0000
Invoices should be sent to: FGSZ Zrt., Accounting, H–8601 Siófok Pf. 8.
Statistical code of the Company: 12543331-4950-114-14
Tax number: 12543331-2-14
Company registry court and company registration number: Court of Registration of the Court of Justice of Kaposvár,
Company registration number: 14-10-300230

hereinafter referred to as **FGSZ Zrt.**

and

Registered office:
Mailing address:
Invoices should be sent to:
Account keeping financial institution:
SWIFT (BIC):
IBAN account number:
Statistical code of the Company:
Tax number:
Company registry court and company registration number:

hereinafter referred to as the **Network User**

collectively referred to as the **Contracting Parties**, on the date and at the place below written, and under the following terms and conditions:

1. Scope and term of the Contract

During the term of the Contract, FGSZ Zrt. shall provide the Network User with the firm capacities as determined for the network points specified below.

This Contract has been established in paper format in the framework of the following Open Season procedure, in accordance with the rules of exception laid down in Article 2(4) of Regulation (EU) No 2017/459, as well as Decree no. 8/2019 by MEKH and Resolution no. H805/2019 by MEKH.

The Parties are aware of the fact that for the implementation of the "Investment" FGSZ has announced and Open Season procedure. The Hungarian Energy and Public Utility Regulatory Authority approved the Open Season Rulebook with its resolution no.

The subject-matter of this Contract shall only include the booking and provision of the following firm transmission pipeline capacities.

For any other activities, including but not limited to those regarding the use of the awarded capacities or other natural gas transmission activities, the Network User has to have a System Usage Framework Contract pursuant to the Business Code of FGSZ Zrt., or the relevant specific contracts.

Also, the Parties agree that FGSZ Zrt. bases the developments necessary for the realisation of the capacities to be made available through its system on the capacity booking contracts concluded with the Network Users, and therefore the termination of any of these contracts – including this Contract – would result in significant losses, costs and damage to FGSZ Zrt.

In light of the foregoing, the Contracting Parties conclude the contract for the following firm transmission pipeline capacities on the basis of the binding Open Season procedure (broken down by gas years):

Contract number:

kWh/h/year	Kiskundorozsma 1200 (RS→HU) EIC code: ...
Gas year 2021/2022	
Gas year 2022/2023	
Gas year 2023/2024	
Gas year 2024/2025	
Gas year 2025/2026	
Gas year 2026/2027	
Gas year 2027/2028	
Gas year 2028/2029	
Gas year 2029/2030	
Gas year 2030/2031	
Gas year 2031/2032	
Gas year 2032/2033	
Gas year 2033/2034	
Gas year 2034/2035	
Gas year 2035/2036	

The capacities booked in accordance with the above chart may not be modified during the term of this Contract, unless by mutual agreement between the Contracting Parties. The Parties also agree that if, for any reason whatsoever (decisions relating to investments or operation, acts of the authorities or legislation, etc.), either in part or full, the associated system operator from time to time fails to allow the use of capacities at any of the above-mentioned network points on its own side, the Network User shall not be exempted from its payment obligations towards FGSZ Zrt. arising out of this Contract.

The Contracting Parties agree that in any issues not regulated in this Contract they shall act in accordance with the prevailing BCC (ÜKSZ), and the applicable law, in particular the European Union regulations in force, the Gas Act and its implementing decree in force, Decree 8/2019 of MEKH, Resolution no. H805/2019 of MEKH, as well as the price and rate decrees for natural gas industry services, the provisions of the valid Business Code of FGSZ Zrt., and the Civil Code of Hungary.

FGSZ Zrt. undertakes that it will provide the capacities booked hereunder to the Network User. The Network User undertakes to pay the fees specified herein.

This Contract shall enter into effect on, and shall be valid during the service period specified in Table 1. The Parties acknowledge that this Contract applies to the booking of yearly capacity products.

2. General Terms and Conditions

The Contract shall be applied together with the text of Annex 4.d of the Business Code of FGSZ Zrt. titled "General Terms and Conditions for Network Usage Contracts", as amended from time to time and as approved by the Hungarian Energy and Public Utility Regulatory Authority.

By signing this Contract, the Network User acknowledges that it has become familiar with the contents of the General Terms and Conditions (hereinafter referred to as GTC) referred to in this section and published on FGSZ Zrt's website (www.fgsz.hu), along with accepting and acknowledging FGSZ Zrt's relevant information, furthermore it confirms that it considers all such provisions of the GTC as parts of the present Contract, and agrees to be bound by the same.

Any terms and conditions not regulated in the document titled "General Terms and Conditions for System Usage Contracts", or laid down as special terms in derogation from that document, are included in this Contract.

3. Fees

The Network User shall pay the fees specified in the Open Season Rulebook and GTC.

4. Damages and contractual penalty for the termination of this contract imputable to the Network User

Considering that, in order to fulfil its obligations specified herein, FGSZ Zrt. will implement significant investments by constructing the Investment Project, the Network User will be obligated to pay contractual penalty if this Contract terminates or is terminated for a reason imputable to the Network User.

4.1. The contractual penalty shall amount to:

The part of the total product of the capacity values per gas year indicated in Table 1 herein multiplied by the capacity fees indicated in Section 4.2.2 of Annex 2 hereof and which are valid at the time of the termination of the Contract, calculated from the date of termination until the end of the remaining contractual term if this Contract is terminated.

The contractual penalty specified in this section will be due within 15 days following the issuance of the penalty notice.

Contract number:

In order to secure the payment obligation as specified in this section, the Network User shall provide financial security to FGSZ Zrt. The formal conditions of providing such security (including a template for a bank guarantee) are regulated in the currently valid GTC.

The Network User shall keep the financial security continuously available during the term of this Contract, in particular until the closure of the settlement as regulated in this section. The financial security shall be valid until the expiry of this Contract + 90 days. If the financial security provided by the Network User does not cover the full contractual period, the Network User shall – without a separate notice – extend it until the 30th day preceding the expiry of the currently valid financial security.

The financial security shall amount to:

- for capacities booked for five years or for a longer period, five times the highest annual capacity fee as calculated for the capacities booked under the Contract in accordance with Section 4.1 of the Contract;
- for capacities booked for a period shorter than five years under the Contract, or if less than 5 years remained from the contractual period, the total amount of the annual capacity fees as calculated in accordance with section 4.1 of the Contract until the end of the contractual period.

Should the Network User fail to meet its payment obligation or any other obligation as specified in this section (including its failure to extend the financial security), FGSZ Zrt. will become entitled to enforce its claims from the financial security. Failure by the Network User to provide financial security shall qualify as a breach of contract.

5. Contractual penalty for delays imputable to FGSZ Zrt.

FGSZ Zrt. may collect the capacity fee from the beginning of commercial operation, in accordance with the procedure of invoicing as regulated in the GTC. If, for any reason imputable to FGSZ, the capacity booked hereunder has not become available to the Network User following the starting date of the services set out in the capacity booking contract, FGSZ shall pay the transmission operator's nomination imbalance surcharge as specified in the Price Application Decree as penalty, in accordance with the GTC.

6. Communication and data management

The Contracting Parties agree that – regarding all issues related to the fulfilment of this Contract – they appoint their following organisational units as main contact units:

For contractual issues:

On behalf of the Network User:

On behalf of FGSZ Zrt.:

Name: Phone: Fax: Mobile: E-mail:	Name: Phone: Fax: Mobile: E-mail:
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Any electronic mail sent to FGSZ Zrt. in the issues pertaining to this Contract shall also be sent in copy to the kap@fgsz.hu email address in addition to the above contact person.

Contracting Parties shall promptly notify each other of any changes in their above contact information.

7. Liability

- 7.1. Without prejudice to the general applicability of the GTC of FGSZ Zrt., the Parties agree that FGSZ Zrt. shall not assume liability, and shall not be held liable for damages or any other payment towards the Network User if the Contract cannot be performed by FGSZ, and therefore the Network User incurs any damage, costs or loss due to any of the following reasons:
- (a) Any Serbian or further upstream investment part of the Serbian–Hungarian natural gas transmission corridor fails to be constructed, is constructed with delay or not as intended, and this happens for a reason not imputable to FGSZ Zrt.
 - (b) The performance of this Contract by FGSZ Zrt. is materially affected by any force majeure event that is not imputable to FGSZ, such as in particular acts of God or restrictions, natural disasters, international embargoes, wars, civil wars, the application of international sanctions affecting FGSZ or any associated company thereof.
- 7.2. The limitation of liability as specified in this section shall not apply to damage that results from breaches affecting life, physical integrity or health.
- 7.3. The Contracting Parties shall promptly notify each other of any important circumstance related to the fulfilment of the Contract.

8. Termination of the Contract

8.1. This Contract shall be entirely terminated as specified in the GTC, especially in cases when it is terminated for any reason imputable to the Network User. In this case, the Parties shall act in accordance with Section 12 of GTC and Section 4 of this Contract.

8.2. With respect to Section 7.1 of this Contract, FGSZ Zrt. has the right to cancel this Contract with immediate effect, in writing if its performance is materially affected by any force majeure event that is not imputable to FGSZ, such as in particular acts of God or restrictions, natural disasters, international embargoes, wars, civil wars, the application of international sanctions affecting FGSZ or any associated company thereof.

9. Secondary capacity transfer (transfer of use)

During the service period of the capacities booked hereunder, the Network User shall be entitled to partially or fully transfer the capacity usage rights at its disposal under the terms and conditions set out in the Business Code.

10. Settlement of disputes

The Contracting Parties shall use their best efforts to settle any disputes related to this Contract amicably. The Parties agree that if their obligation to negotiate as specified in this section 10 is to no avail within three (3) months calculated from its provable date of initiation, then, in order to have the dispute settled, either Party may have recourse to the ordinary court having subject matter and territorial competence over the case as regulated in the Hungarian Code of Civil Procedure.

11. Assignment of the Contract

The Network User shall request the consent of FGSZ Zrt. to the assignment of this Contract to a third party with respect to any annual standard capacity product in full or part, in accordance with the provisions of the Civil Code. FGSZ Zrt. shall not refuse to grant the consent if the party wishing to assume the Contract with respect to any annual standard capacity product in full or part complies with all relevant legal regulations and all requirements stipulated by FGSZ Zrt. for its partners in its Business Code, this Contract and the Open Season Rulebook attached hereto.

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The Contracting Parties and the third party wishing to assume the Contract with respect to any annual standard capacity product in full or part shall enter into a separate tripartite agreement on the assignment of the Contract with respect to any annual standard capacity product in full or part, including all issues affecting settlement and the system of financial securities.

12. Contractual hierarchy

The Contracting Parties agree that should there be any discrepancy or inconsistency between this Contract and the provisions of the System Usage Framework Contract, 4.d GTC of the Company's Business Code and the Open Season Rulebook, the above contractual documents shall prevail in the following order:

1. Open Season Rulebook
2. This Contract
3. System Usage Framework Contract
4. 4.d GTC

As regards the Hungarian and English language Open Season Rulebook, the Hungarian language version shall be governing.

13. Number of the original counterparts of the Contract

This Contract has been prepared in Hungarian and English language in 4 (four) original counterparts; of which 2 (two) shall be given to each Contracting Party. Should there be any deviation between the Hungarian and English version, the Hungarian Contract shall prevail.

Siófok,

On behalf of the Network User:

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On behalf of FGSZ Zrt.:

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