



A MOL-CSOPORT TAGJA

Szerződésszám:

CAPACITY BOOKING CONTRACT

CONCLUDED UNDER INCREMENTAL CAPACITY 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, H8601 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 specified amount of firm bundled capacities as determined for the network points as specified below.

This Contract has been established in paper format in the framework of the following incremental capacity procedure.

The Parties are aware of the fact that for the implementation of the necessary developments FGSZ has announced an incremental capacity procedure. The Hungarian Energy and Public Utility Regulatory Authority approved the Rulebook with its resolution no. H1343/2020.

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., and 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 as a result of the capacity auction conducted in the binding phase of the incremental capacity procedure (broken down by gas years):

Table 1.

Gasyear	Booked Capacity at the crossborder interconnection point (kWh/h/year)
	Mosonmagyaróvár HU>AT direction EIC: 21Z0000000000003C
2024 / 2025	
2025 / 2026	
2026 / 2027	
2027 / 2028	
2028 / 2029	
2029 / 2030	
2030 / 2031	
2031 / 2032	
2032 / 2033	
2033 / 2034	
2034 / 2035	
2035 / 2036	
2036 / 2037	
2037 / 2038	
2038 / 2039	

The capacities booked in accordance with the above table 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 fails to allow the use of capacities at the above-mentioned network point 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, ACER Decision No. 05/2019, Resolution no. H1343/2020. 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.

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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 Conditions of Contract regarding Network Usage Contracts" (hereinafter referred to as GTC 4.d), as amended from time to time and as approved by the Hungarian Energy and Public Utility Regulatory Authority.

The conditions not specified in the GTC 4d, as well as the special terms different from them, are contained in the Rulebook, this Contract and the Network Usage

By signing this Contract, the Network User acknowledges that it has become familiar with the contents of the GTC 4.d referred to in this paragraph 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 4.d - not regulated otherwise in this Contract or in the Rulebook - as part of the present Contract, and agrees to be bound by the same.

3. Fees and financial securities

The Network User shall pay the fees specified in the Rulebook and GTC 4.d, and provide financial securities as set out therein.

4. Damages and contractual penalty for the termination of this contract due to a reason attributable 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 due to a reason attributable to the Network User. In order to ensure the obligation to pay this contractual penalty, the Network User is obliged to provide financial guarantee to FGSZ Zrt. The submission of this financial guarantee is a precondition of entry into force of the Capacity Booking Contract.

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The provisions of the Rulebook and the GTC 4.d shall govern the amount of the penalty, the terms of payment and the submission of the related financial security.

5. Contractual penalty for delays attributable 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 4.d. If, for any reason attributable to FGSZ, the capacity booked hereunder has not become available to the Network User from the starting date of the services set out in this contract, FGSZ shall pay the transmission operator's nomination deviation surcharge as specified in the Price Application Decree as contractual penalty, in accordance with the GTC 4.d. For avoidance of doubt the Parties agree that the Network User expressly acknowledges that FGSZ Zrt. excludes all liability for damages in case of delay due to the reason set out in Article 7.1.c), thus no nomination deviation surcharge will be paid to the Network User.

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:	Name:
Phone:	Phone:
Fax:	Fax:
Mobile:	Mobile:
E-mail:	E-mail:

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 4.d of FGSZ Zrt., the Contracting Parties agree that FGSZ Zrt. shall not assume liability, and shall not be

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held liable for damages or does not burden by any other (e.g. surcharge) payment obligation towards the Network User if the Contract cannot be performed properly contractually by FGSZ, and therefore the Network User suffers any damage, costs or loss due to any of the following reasons:

- (a) Any Austrian investment part of the incremental capacity related to the Hungarian-Austrian cross-border interconnection point (IP: Mosonmagyaróvár (EIC: 21Z000000000003C) - for a reason not imputable to FGSZ Zrt. - fails to be constructed, is constructed with delay or not as intended, and thus the incremental capacity is not available in due time.
- (b) The proper 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, pandemic, international embargoes, wars, civil wars, the application of international sanctions affecting FGSZ or any other undertaking that contributes to the implementation of the project.
- (c) Due to the delay of the suppliers or construction performance for a reason attributable to the pandemic caused by COVID-19 coronavirus, the emergency phase declared by the Hungarian Government Decree No. 40/2020 (III.11) and the resulting economic difficulties (hereinafter referred to as „emergency phase”), the necessary developments can only be implemented in delay compared to the planned availability deadline (Operational starting date: 10.01.2024).

7.2 Without prejudice to the general applicability of the fees as set out in the Rulebook and the GTC 4.d, the Contracting Parties agree that, for the following reasons FGSZ Zrt. is entitled to amend unilaterally the contracted capacity fee by adjusting its “supplement” part stipulated in the Rulebook to the justified (i.e. corresponding to the market values, proven and providing the return set in the Decision even if higher CAPEX occurs) extent as approved by the resolution of the Hungarian Energy and Public Utility Regulatory Authority (MEKH) based on an Administrative Procedure initiated at FGSZ’s request.

- (a) in case of unfavorable changes in circumstances independent of FGSZ Zrt (unfavorable exchange rate developments and significant price increases) CAPEX level as defined in ACER Decision No 05/2019. is not feasible based on the received suppliers’ and/or the construction offers, even with the contingency margin set by ACER Decision No

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05/2019 thus, the tariff stipulated in the ACER Decision does not provide sufficient coverage for the return set out in the ACER Decision and/or,
(b) due to change in market conditions the project can only be financed at a higher cost compared to the return conditions included in the ACER Decision No. 05/2019.

The Parties agree that the above-mentioned modification of the capacity fee does not entitle the Network User to unilaterally withdraw from or terminate the Contract with reference to this.

- 7.3. The limitation of liability as specified in this section shall not apply to damage that results from breaches affecting life, physical integrity or health.
- 7.4. 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 4.d. In case it is terminated for any reason imputable to the Network User, the Parties shall act in accordance with respective section of GTC and Section 4 of this Contract.
- 8.2. The Parties agree that FGSZ Zrt. is entitled to withdraw from or terminate the Contract unilaterally with immediate effect, in writing, without the obligation to pay compensation and surcharges in case the European Court of Justice upholds the action against the ACER Decision No. 05/2019 submitted by FGSZ Zrt. or annuls the Decision for any reason in its sentence.

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 to another Network User 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 with territorial jurisdiction having substantive 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 in full or, with respect to any complete annual standard capacity product, 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 in full or with respect to any complete annual standard capacity product complies with all relevant legal regulations and all requirements stipulated by FGSZ Zrt. for its partners in its Business Code, this Contract and the Rulebook attached hereto.

The Contracting Parties and the third party wishing to assume the Contract in full or with respect to any complete annual standard capacity product shall enter into a separate tripartite agreement on the assignment of the Contract in full or with respect to any complete annual standard capacity product. Within the scope of the transferred capacity, the receiving Network User shall also fully comply with the contractual conditions of the transferring Network User, in particular with regard to the rules of the required financial guarantees., 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. Rulebook
2. This Contract
3. System Usage Framework Contract
4. 4.d GTC

As regards the Hungarian and English language documents, the Hungarian language version shall prevail.

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.

Siófok,

On behalf of the Network User:

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On behalf of FGSZ Zrt.:

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