



Contract number:

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:	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

FGSZ Zrt. shall provide the Network User with the amount of firm bundled capacities specified in Table 1 at the network point designated in accordance with this Contract for the gas years indicated in Table 1 (contractual period).

FGSZ Zrt. has issued a procedure for incremental capacity in order to implement the developments required to ensure the capacities contracted with this Contract. The Hungarian Energy and Public Utility Regulatory Authority approved the Rulebook of the Incremental Capacity Procedure with its resolution no. H1906 / 2024. This contract is a result of the capacity allocation as part of the Binding Incremental Capacity Procedure.

The subject of this Contract is only the reservation and provision of firm natural gas transmission capacities indicated in Table 1. Network User must have a valid Network Usage Framework Agreement in accordance with the Business Code of FGSZ Zrt. for the use of all other acquired capacities and other natural gas transmission activities.

FGSZ Zrt. bases the developments necessary for the implementation of the capacities (Project) to be made available on its network and within the framework of the Incremental Capacity Procedure on the capacity booking contracts concluded with Network Users, therefore the termination of any of these contracts – including this Contract – would result in significant losses, costs and damage to FGSZ Zrt.

Commencement of **commercial operation** of the incremental capacities to be implemented through the Project:

- **1st October 202₁, 06:00.**

The Network point affected by capacity increase within the framework of the Project:

- **IP Csanádpalota (RO>HU direction),**
- **EIC code: 21Z00000000236Q**

¹ *It can be 2028 or 2029 depending on the successful capacity level. The Contract will include the proper year.*

Table 1.

Gasyear	Booked Capacity at the cross-border interconnection point (kWh/h/year)
	Csanádpalota RO>HU direction EIC: 21Z000000000236Q
2028/2029*	
2029/2030	
2030/2031	
2031/2032	
2032/2033	
2033/2034	
2034/2035	
2035/2036	
2036/2037	
2037/2038	
2038/2039	

* Subject of the start of commercial operation

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 Operation and Business Code of the Hungarian Natural Gas System (ÜKSZ), and the applicable law, in particular the European Union regulations in force, the Gas Act and its implementing decree in force, Resolution no. H1906 / 2024. of MEKH, as well as the price application (MEKH) Decree regulating network usage fees, additional charges and connection fees , 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 under the present Contract 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 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 4.d, as well as the special terms different from them, are contained in the Rulebook, this Contract and the Network Usage Framework Contract.

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. shall implement significant investments by constructing the Project, the Network User shall be obliged 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 shall be obliged to provide financial guarantee to FGSZ Zrt. 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 for the periods of the Network User's capacity bookings as indicated in Table 1 of the present Contract 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 Zrt., the capacity booked hereunder has not become available to the Network User, FGSZ Zrt. shall pay to the Network User a contractual penalty equal to 3% of the pro rata capacity fee (tariff+mandatory minimum premium) payable under the present Contract for the period of such delay.

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: Sales and Customer Support E-mail: kap@fgsz.hu
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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.

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 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 and contractually by FGSZ Zrt., and therefore the Network User suffers any damage, costs or loss due to any of the following reasons:

(a) Any Romanian investment part of the incremental capacity related to the Romanian-Hungarian cross-border interconnection point (IP: Csanádpalota (RO>HU) direction (EIC: 21Z000000000236Q) - 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 Zrt., such as in particular acts of God or restrictions, natural disasters, pandemic, international embargoes, wars, civil wars, the application of international sanctions affecting FGSZ Zrt. or any company involved in the implementation of the Project.

7.2 The Contracting Parties shall promptly notify each other of any important circumstance related to the fulfilment of the Contract.

7.3. FGSZ Zrt. shall limit its liability vis-à-vis the Network User to the net amount of the fee to be paid by the Network User for the gas year affected by the largest capacity booked under the present Contract. FGSZ Zrt. excludes its liability for consequential and indirect damages as well as for lost profits.

7.4. The limitation of liability as specified in this section shall not apply to damage that results from breaches affecting life, physical integrity or health.

8. Termination of the Contract

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.

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, in this Contract and in 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 Network Usage Framework Contract, GTC 4.d of the Company’s Business Code and the Rulebook, the above contractual documents shall prevail in the following order:

- 1. Rulebook
- 2. This Contract
- 3. Network Usage Framework Contract
- 4. GTC 4.d

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 2 (two) original counterparts; of which 1 (one) shall be given to each Contracting Party.

Siófok, 2024.

On behalf of the Network User:

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On behalf of FGSZ Zrt.:

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