



**FGSZ NATURAL GAS TRANSMISSION PRIVATE  
COMPANY LIMITED BY SHARES**

**BUSINESS CODE**

<b>I.</b>	<b>GENERAL PART.....</b>	<b>4</b>
<b>I.1</b>	<b>THE PURPOSE AND SUBJECT OF THE BUSINESS CODE.....</b>	<b>4</b>
<b>I.2</b>	<b>THE SCOPE OF THE BUSINESS CODE.....</b>	<b>4</b>
<b>I.3</b>	<b>DEFINITIONS.....</b>	<b>5</b>
I.3.1	RELATED TERMS DEFINED IN OTHER LAWS AND OTHER SOURCES .....	5
I.3.2	TERMS AND ABBREVIATIONS DEFINED IN THE BUSINESS CODE.....	6
<b>I.4</b>	<b>ANNEXES OF THE BUSINESS CODE.....</b>	<b>10</b>
<b>I.5</b>	<b>APPENDICES OF THE BUSINESS CODE.....</b>	<b>10</b>
<b>I.6</b>	<b>THE COMPANY.....</b>	<b>10</b>
I.6.1	THE OFFICIAL DETAILS OF THE COMPANY.....	10
<b>I.7</b>	<b>THE SCOPE OF THE SERVICES PROVIDED BY THE COMPANY.....</b>	<b>11</b>
I.7.1.	THE SCOPE OF THE BASIC NATURAL GAS TRANSMISSION SERVICES PROVIDED BY THE COMPANY .....	12
I.7.2	CONNECTION SERVICES.....	16
I.7.3	OPTIONAL SERVICES PROVIDED BY THE COMPANY .....	16
I.7.4	OTHER SERVICES AVAILABLE UPON INDIVIDUAL REQUEST, CONSIDERED AS ACTIVITIES NOT SUBJECT TO LICENCE .....	16
I.6.6	SYSTEM OPERATION TASKS CARRIED OUT BY THE COMPANY.....	16
<b>I.8</b>	<b>COMPANY COMMUNICATION WITH EXTERNAL ENVIRONMENT.....</b>	<b>16</b>
<b>II.</b>	<b>ACTIVITIES OF THE COMPANY.....</b>	<b>18</b>
<b>II.1</b>	<b>GENERAL SAFETY REGULATIONS.....</b>	<b>18</b>
II.1.1	GUARANTEES OF SAFE SUPPLY TO NETWORK USERS.....	18
II.1.2	SECURITIES REGARDING DATA PROTECTION.....	18
II.1.3	NATURAL GAS TRANSMISSION SERVICE RELATED TO THE ENVIRONMENT.....	19
II.1.4	TECHNICAL AND SAFETY REQUIREMENTS APPLICABLE TO THE CONSUMERS' NETWORK DIRECTLY CONNECTED TO THE NATURAL GAS TRANSMISSION NETWORK .....	19
<b>II.2</b>	<b>QUALITY OF SUPPLY.....</b>	<b>20</b>
II.2.1	QUALITY RELATED PROPERTIES OF THE NATURAL GAS TRANSMISSION AND THE TRANSMISSION NETWORK OPERATOR'S ACTIVITIES .....	20
II.2.2	QUALITY REQUIREMENTS OF THE NATURAL GAS DELIVERED.....	20
II.2.3	DETAILED PROCEDURAL RULES OF CONTROLLING THE QUALITY OF NATURAL GAS.....	21
<b>II.3</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>22</b>
II.3.1	MAIN TECHNICAL PARAMETERS NOT CONSIDERED TO BE BUSINESS SECRETS AND APPLICABLE TO UNINTERRUPTED AND SAFE SERVICE ..	22
II.3.2	OPERATING MANAGEMENT RULES OF THE SYSTEM OPERATED BY THE COMPANY, THE SYSTEM ENSURING THE REMOTE MONITORING AND DATA TRAFFIC THEREOF .....	22
<b>II.4</b>	<b>THE MANNER AND DETAILED RULES OF SATISFYING NETWORK USERS' DEMAND.....</b>	<b>23</b>
II.4.1	TERMS AND CONDITIONS OF SATISFYING CAPACITY DEMAND .....	23
II.4.2	QUOTING/CONTRACTING OBLIGATION AND THE CONSEQUENCES OF THE FAILURE THEREOF .....	23
II.4.3	PROCEDURE TO BE FOLLOWED IN CASE OF A CHANGE AT THE NETWORK USER.....	23
<b>II.5</b>	<b>CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>23</b>
II.5.1	CONTRACT TYPES USED BY THE COMPANY .....	23
II.5.2	GENERAL TERMS AND CONDITIONS OF CONTRACT .....	24
II.5.3	MANAGING SPECIAL TERMS AND CONDITIONS .....	27

II.5.4	PROVISIONS ON REMEDY DISRUPTIONS IN SUPPLY.....	27
II.5.5	MAINTENANCE OF THE NATURAL GAS TRANSMISSION NETWORK AND THE RULES OF TROUBLESHOOTING THEREON.....	28
II.5.6	REQUIREMENTS TOWARDS CONTRACTING PARTNERS .....	28
<b>II.6</b>	<b>SETTLEMENT AND PAYMENT REQUIREMENTS.....</b>	<b>30</b>
II.6.1	THE FEE PAYABLE FOR CONNECTION, THE AMOUNT AND THE CALCULATION RULES THEREOF .....	30
II.6.2	THE FEE PAYABLE FOR NATURAL GAS TRANSMISSION, THE AMOUNT AND THE CALCULATION RULES THEREOF .....	30
II.6.3	THE FEE PAYABLE FOR NATURAL GAS ODORIZATION, THE AMOUNT AND THE CALCULATION RULES THEREOF .....	30
II.6.4	THE PRICE OF THE BALANCING NATURAL GAS AND THE CALCULATION RULES THEREOF .....	30
II.6.5	THE AMOUNT OF THE FEE PAYABLE FOR THE RE-ALLOCATION OF THE PERIOD ALREADY CLOSED WITH A SETTLEMENT.....	34
II.6.6	THE BASIS, THE PERIOD AND THE RULES OF CLEARING THE NATURAL GAS TRANSMISSION SERVICE.....	34
II.6.7	RULES OF PRICE DISCOUNTING APPLIED AS COMPARED TO THE OFFICIAL PRICE.....	35
II.6.8	DETAILED DESCRIPTION OF THE CALCULATIONS APPLIED IN METERING AND VOLUMETRIC SETTLEMENT .....	35
II.6.9	RULES OF INVOICING AND MANAGING INVOICE COMPLAINTS .....	35
II.6.10	THE RULES OF CHARGING AND PAYING SURCHARGES .....	36
II.6.11	METHOD OF PAYMENT .....	36
II.6.12	PAYMENT TERMS .....	37
II.6.13	PENALTIES APPLICABLE IN CASE OF LATE PAYMENT .....	37
II.6.14	SURCHARGE PAYABLE AFTER THE QUANTITY OF NATURAL GAS USED UNAUTHORIZED IN CASE OF EMERGENCY LIMITATION .....	37
<b>II.7</b>	<b>RULES APPLICABLE IN CASE OF DEFAULT .....</b>	<b>38</b>
II.7.1	EVENTS OF DEFAULT .....	38
II.7.2	SANCTIONS AND CONSEQUENCES .....	38
II.7.3	LEGALISATION OF GAS CONSUMPTION WITHOUT A CONTRACT.....	38
<b>II.8</b>	<b>THE RULES OF MANAGING COMPLAINTS.....</b>	<b>38</b>
II.8.1	RECEIVING COMPLAINTS.....	38
II.8.2	ADMINISTERING CUSTOMER COMPLAINTS.....	38
<b>II.9</b>	<b>DESCRIPTION OF THE ACTIVITIES PERFORMED IN ADDITION TO THE BASIC ACTIVITY .....</b>	<b>39</b>

## **I. GENERAL PART**

### **I.1 THE PURPOSE AND SUBJECT OF THE BUSINESS CODE**

The purpose of the Business Code of FGSZ Natural Gas Transmission Private Company Limited by Shares (hereinafter the Company) is to define the detailed terms and conditions regarding the scope and usage of the services provided by the Company on the interconnected natural gas system to its contractual parties, as well as the rights and obligations of the contracting parties.

The Company performs its activity and also its interconnected natural gas system operation and coordination tasks pursuant to the transmission network operator's operation licence issued by the Hungarian Energy Office (its legal successor: Hungarian Energy and Public Utility Regulatory Authority, hereinafter the Authority) in its regulation no. 630/2012 dated 28 June 2012.

### **I.2 THE SCOPE OF THE BUSINESS CODE**

The Business Code shall apply to the agreements and contracts concluded with the Company as a part of its licensed activity.

The conclusion of the agreements and contracts shall be governed by the laws of Hungary, including in particular the provisions stipulated in Commission Regulation (EU) 2017/459 establishing a network code on capacity allocation mechanisms in gas transmission systems and repealing Regulation (EU) No 984/2013 (hereinafter CAM NC), in Commission Regulation (EU) 2017/460 establishing a network code on harmonised transmission tariff structures for gas (hereinafter TAR NC), in Commission Regulation (EU) 312/2014 establishing a Network Code on Gas Balancing of Transmission Networks (hereinafter BAL NC), in Act XL of 2008 on Natural Gas Supply (hereinafter the Gas Supply Act), Government Decree 19/2009 (I.30.) on the implementation of Act XL of 2008 (hereinafter the Implementation Decree), Act No. XLVIII of 1993 on Mining (hereinafter Mining Act), Government Decree No. 203/1998 (XII.19.) on the implementation of Act No. XLVIII of 1993 ; the Supervisory Authority for Regulated Services Decree 20/2022 (I. 31.) (Mining Decrees) Hungarian Energy and Public Utility Regulatory Authority (MEKH) Decree 5/2024. (VIII. 27.) of the President of the Authority on the framework of defining network usage charges, additional charges and connection fees for the tariff period starting in 2025 (Framework Decree), in MEKH Decree 11/2016. (XI.14) of the President of the Authority on the rules of applying network usage fees, additional charges and connection fees (hereinafter the Price Application Decree, in the decrees of the President of the Authority and in the decisions thereof issued in administrative proceedings (including and highlighting the decisions of MEKH on the level of network usage fees, specific fees and connection fees, in the Operation and Business Code of the Hungarian Natural Gas Network (hereinafter the OBC), in the Operational Rules of the Capacity Booking Platform and the provisions stipulated in the amendment thereof.

Pursuant to the applicable provision of the Gas Supply Act the Business Code shall enter into force upon its approval by the Authority.

The Business Code shall be reviewed by the Company regularly at the intervals specified in this legislation in accordance with the provisions of the Gas Supply Act and the Implementation Decree.

A Company is entitled to amend the Business Code if:

- (a) its existing services are terminated or the nature thereof changes for business policy related reasons or otherwise
- (b) new services are offered
- (c) the effective law concerning the content of Business Code is amended, or
- (d) new laws enter into force.

The proposal for the amendment of the Business Code shall be filed by the Company with the Authority for approval, the amendment shall come into force by the approval of Authority.

The approved Business Code shall be displayed by the Company in a way accessible for customer, and upon request the Company shall provide it to anyone requesting it, and the Company shall make the Business Code available on its Internet website.

Deviations from the provisions of the Business Code (including their annexes) may be made only if the Business Code, the decision or legislation of Authority expressly so provide or allow the deviation.

### **I.3 DEFINITIONS**

#### **I.3.1 RELATED TERMS DEFINED IN OTHER LAWS AND OTHER SOURCES**

	Description	Place of definition
1.	Active Network User	OBC
2.	Active System Operator	OBC
3.	Auction Result Confirmation	CBP OPERATIONAL RULES
4.	Entry/Exit Point	GAS SUPPLY ACT
5.	Balancing service	OBC
6.	Single-Sided Nomination	OBC
7.	Notification on Single-Sided Nomination	OBC
8.	Interconnected Natural Gas System	Gas Supply Act
9.	Clearing Metering (clearing basic data)	Gas Supply Act
10.	Clearing Price	CBP OPERATIONAL RULES
11.	Clearing House	OBC
12.	Licensee	Gas Supply Act
13.	Customer	Gas Supply Act
14.	Resource Gap	OBC
15.	Natural gas	Gas Supply Act
16.	Natural Gas Trading	Gas Supply Act
17.	Natural Gas Storage	Gas Supply Act
18.	Natural Gas Producer	Gas Supply Act
19.	Natural Gas Transmission System Error of Measurement	OBC
20.	Natural Gas Transmission	Gas Supply Act
21.	Gas Delivery Station	Gas Supply Act
22.	Gas Year	Gas Supply Act
23.	Gas Day	Gas Supply Act
24.	Title Transfer	OBC
25.	Capacity Auction	OBC

26.	Capacity Conversion	CAM NC
27.	Balancing Gas	Gas Supply Act
28.	Limitation	Gas Supply Act, OBC
29.	Directly supplied Transmission Pipeline User	OBC
30.	Booked capacity (booked transmissions, capacity booking)	Gas Supply Act
31.	Hungarian Gas Balancing Point (Magyar Gázkiegyenlítési Pont - hereinafter: MGP)	Implementation Decree
32.	Secondary Capacity Trading	Gas Supply Act
33.	Quality Accounting Rules (QAR) (in Hungarian: <i>Minőség Elszámolási Rend</i> - MER)	OBC
34.	Non-transmission Services	TAR NC
35.	Nomination	Gas Supply Act
36.	National uniform restriction classification system plan	OBC
37.	Passive Network User	OBC
38.	Passive System Operator	OBC
39.	Network User	Gas Supply Act
40.	System Operation	Gas Supply Act
41.	System Operator	Gas Supply Act
42.	Flexibility Service	OBC
43.	Available Capacity	Gas Supply Act
44.	Transmission System Operator	Gas Supply Act
45.	Transmission Services	TAR NC
46.	Transmission Pipeline	Gas Supply Act
47.	Organised Natural Gas Market	Gas Supply Act
48.	Over-nomination	CAM NC, OBC
49.	Re-allocation Procedure	OBC
50.	Operation and Business Code (OBC)	Gas Supply Act
51.	Supply Disruption	Gas Supply Act

### I.3.2 TERMS AND ABBREVIATIONS DEFINED IN THE BUSINESS CODE

(a) Accessibility, replacement and protection:

In replacing natural gas transmission pipelines and its parts, as well as their protection for external interests it shall mean the exploration, relocation, installation, alteration, testing and commissioning, technical handover, occupancy of the transmission pipelines touching and/or crossing the path or area of the facility to be developed (e.g. motorway, road, railway, area designated for property development etc.) and its accessories, if necessary, the creation and modification of an easement right or cable right at the costs of the developer and for the benefit of the Company, and also in case of a pipeline and parts to be abandoned, the de-registration of the easement right, including the complete administration at the land registry, as well as professional implementation of placing under protection natural gas transmission pipelines and its parts furthermore all other auxiliary activity that ensures the proper and safe operation of the natural gas transmission pipeline and its parts in a constant technical quality for the owner (operator) thereof, and that ensures for the developer a construction area free of obstacles and obstructions which is suitable for the undisturbed construction of the facility intended to be built, and the purpose which is to restore the original function of the natural gas transmission pipeline and its parts.

(b) General Terms and Conditions of Contract (hereinafter: GTC):

The GTC contains the Company's General Terms and Conditions determined in advance by the Company unilaterally, without the participation of any other party. The Company applies various GTCs for the Network Usage Contracts, , Accession Contracts, the Cooperation Agreements concluded with the Neighbouring Network Operator and the Directly supplied Transmission Pipeline User. All the contracts listed therein shall form an integral part the related GTC.

(c) Alternative allocation mechanism:

- a) incremental capacity project defined in Article 30 of Chapter V to the CAM NC
- b) in case of capacity extension to be carried out with a neighbouring third (non-EU) country, capacity allocation mechanism under the conditions laid down in the Rulebook

(d) Incremental capacity project:

- a) incremental capacity project defined in Article 29 and/or 30 of Chapter V to the CAM NC
- b) so called Open Season procedure for cross-border capacity extension to be carried out with neighbouring third (non-EU) country(ies)

(e) Specific Capacity Booking Transaction:

Electronically generated transactions concluded for capacity booking or capacity booking changes, the documents of which may record contracts resulting from capacity auctions, over-nomination, capacity booking changes due to customer migration or capacity transfer or network point separation/merging, capacity changes due to congestion management procedures or capacity changes due to capacity conversion or mFRR daily capacity booking transaction.

(f) Specific Congestion Management Transaction:

Electronically generated transactions concluded for congestion management procedure in accordance with the relevant point of the OBC.

(g) Informatic Platform (hereinafter: IP):

An application system operated by the Company together with the related database managers which, based on the rules pre-defined by the applicable law, is capable of establishing standard bi-directional data connections with other system, and which is used by Network Users, network operators and the Authority subject to their access authorisations. The primary tasks of IP is to handle the daily data traffic with legal effect related to the use of the natural gas transmission system, to receive the information necessary for the natural gas transmission activity and to display the results on an orderly, transparent, authorization basis. The primary operative communication takes place between the Company and the Network users on the IP.

(h) Informatic Platform User Contract (hereinafter: IP User Contract):

The contract concluded by and between the Company and the gas market participants other than the Network users (e.g. Authority, Neighbouring Network Operator, Central Contracting Party, Hungarian Hydrocarbon Stockpiling Association) with the purpose of defining the terms and conditions of using the Informatic Platform.

With regard to Network Users, the conditions of using Informatic Platform are included in GTC 4.d on the Network Usage Framework Contract.

(i) IP User:

The gas market participant who by concluding the Network Usage Framework Contract or the Informatic Platform User Contract accepts the rules applicable to the use of the Informatic Platform.

(j) ipDATA:

The data access interface. It may be accessed from the IP system with an Internet connection through WEB technology.

(k) Regional Booking Platform (RBP):

The electronic capacity trading interface created and operated by the Company.

(l) Operational Rules of the Capacity Booking Platform (Operational Rules of the Regional Booking Platform) (hereinafter: CBP Operational Rules)

It contains the operational rules of capacity booking and auction processes, the terms and conditions of network user's participation, the rules of contracting, the capacity products, the financial security system applied and also the rights and obligations of the contracting parties.

(m) Trading Platform (hereinafter: TP):

Trading interface defined by Point 44.(a) of Section 3 of the Gas Supply Act.

(n) mFRR daily capacity:

Daily capacity recorded subsequently on the natural gas transmission system on the basis of the call of mFRR capacity which is called on the electricity transmission system of the power plant holding an official certificate issued by the Authority certifying the exemption from surcharges, pursuant to the Price Application Decree.

(o) Irregular operations at the gas delivery station:

The operating conditions/status where one or more of the gas filter, pressure control, gas heater and pressure protection equipment of the gas transfer station, where available, has/have a failure.



(p) Regular operations at the gas delivery station:

The operating conditions/status where the gas filter, pressure control, gas heater and pressure protection equipment of the gas transfer station, where available, are fully operational.

(q) MOP (Maximum Operating Pressure):

Maximum operating pressure - The highest pressure under which the system can be operated within normal operating circumstances.

(r) National Telemechanic System of Hungary (in Hungarian: *Országos Telemechanikai Rendszer*, hereinafter: OTR):

A telemechanic system that collect the metering data and signals of the gas industry object and the transmitted natural gas with the help of the telecommunications network in the SCADA (Process Control) centres with reserves where such data and signals are processed and displayed on high-performance computers connected to the national network by this ensuring the remote operation and monitoring of the natural gas transmission network, the continuous and operative control of the technological data, condition, and also the quantity and quality parameters of the control devices installed within the natural gas transmission network.

(s) Registration fee:

The fee charged by the Company pursuant to Article 26(11) at an incremental capacity procedure carried out in accordance with Chapter V of the CAM NC. The detailed rules are set out in Annex 2.

(t) OTR GW:

The OTR electronic access interface.

(u) Network Usage Framework Contract:

Contract between the Network Users and the Company issued by the Company in accordance with the GTC 4.d recording the conditions of services.

(v) Network Usage Contracts:

Network Usage Contracts are the ones pursuant to Section 3(51) of the Gas Supply Act.:

According to this Business Code the System Usage Contracts that can be concluded with the Company shall mean the following:

- a) Network Usage Framework Contract and the Confirmation of transaction(s) generated on the basis thereof
- b) Long-term Capacity Booking, Natural Gas Transmission, Odorization and System Operation Contracts concluded before 11. May (LT contract),
- c) Incremental capacity booking contract,
- d) Capacity booking contract generated within the frame of Open Season process,

(w) Rulebook

Regulations conditions approved by the Authority for incremental capacity published by the Company under Chapter V to the CAM NC and cross-border capacity extension to be carried out with third (non-EU) countries.

In case of incremental capacity projects pursuant to V. chapter of CAM NC this Business Code and its Annexes shall be deemed to be a Rulebook

- the Project Proposal (hereinafter the Project Proposal), developed jointly with the transmission system operator(s) involved in the Incremental Capacity Project pursuant to Article 28(1) CAM NC and approved by a coordinated decision of the relevant National Regulatory Authorities, on its own, unless, subject to the decision of the Company, a Rulebook under a separate document is issued alongside the Project Proposal,
- the Project Proposal together with a separate Rulebook approved by a separate decision of the Authority, where the Company, at its own decision, sets out the specific and/or detailed conditions concerning it in a separate Rulebook.

#### **I.4 ANNEXES OF THE BUSINESS CODE**

1. Specifications, technical data of the natural gas transmission network
2. Contact details of the customer service centre
3. Technical and financial conditions precedent to accession
4. Contract templates and GTCs

#### **I.5 APPENDICES OF THE BUSINESS CODE**

Sanction declarations

#### **I.6 THE COMPANY**

##### **I.6.1 THE OFFICIAL DETAILS OF THE COMPANY**

Description of the authorisation:	Transmission system operator's operating license
Name of the license holder company:	FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (FGSZ Zrt.) FGSZ Natural Gas Transmission Private Company Limited by Shares (FGSZ Ltd.)

Registered seat of the license holder Company:	H-8600 Siófok, Tanácsház utca 5., Hungary
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Company registration no. of the Company:	Cg. 14-10-300230
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Court keeping the company register  
and acting as supervisory authority: Company Registry Court of Kaposvár Regional Court

Statistical code of the Company: 12543331-4950-114-14  
Account holding bank: Hungarian Branch of ING Bank N.V.  
Bank account number: 13700016-04200013-00000000  
IBAN account number: HU08 13700016-04200013-00000000  
SWIFT: INGBHUHB  
Invoicing address: H-8600 Siófok, Tanácsház utca 5., Hungary  
Mailing address for invoices: FGSZ Ltd. Accounting and Taxes, H-8601 Siófok PO.:  
8., Hungary  
Tax number of the Company: 12543331-2-14  
Community tax number of the Company: HU12543331  
Internet website of the Company: [www.fgsz.hu](http://www.fgsz.hu)

## **I.7 THE SCOPE OF THE SERVICES PROVIDED BY THE COMPANY**

The Company shall perform its activities as transmission system operator in the territory of Hungary.

Services provided by the Company with the exception of the system operation tasks may be used only if a valid contract is concluded and enters into force for the service used.

Within the scope of its licensed activities the Company provides basic network services for network usage fee, optional services, connection services and other individually requested services not subject to licence.

Should the Company provide specific service or discount for any services to a Network User, Neighbouring Network Operator or Customer, such service or discount shall also be made available to other Network Users, Neighbouring Network Operators and Customers with the same terms and conditions.

The fees for individually requested services that are not subject to licensing are determined on the basis of an individual agreement and the principle of equal treatment, pursuant to Section 79 (4) of Government Decree No. 19/2009 (I.30.) on the implementation of the provisions of Act XL of 2008.

## **I.7.I. THE SCOPE OF THE BASIC NATURAL GAS TRANSMISSION SERVICES PROVIDED BY THE COMPANY**

### **I.7.1.1 Basic services provided by the transmission system operator**

Network Users are entitled to use the basic services provided by the Company upon the payment of the transmission system operation fees (network usage fee) defined in the relevant decision of MEKH and under the relating price application conditions.

The transmission system operator's basic services provided by Company to all Network Users shall be the following:

- (a) defining and publishing available capacities on the entry/exit points of the natural gas transmission network
- (b) concluding network usage contracts for the natural gas transmission network capacities published pursuant to the OBC as follows:
  - Exit point pressure
    - in case of new exit points:
      - The regulated pressure may be requested to be between 3 and 25 bars. The precision of the pressure set shall be +5, -4%. In case of a pressure demand between 15 bar and 25 bar, the Company is entitled to examine the feasibility of the demand, based on which, in the event of non-fulfilment, it determines the maximum regulated pressure level that can be requested.
      - Non-regulated, so-called pipeline exit pressure may be requested; in this case the guaranteed minimum pressure shall be offered by the Company subject to the features of the natural gas transmission network which may be revised and, if necessary, modified later on if the boundary conditions change.
    - in case of existing exit points:
      - It shall be provided in accordance with the transmission system operator's operating license.
      - The regulated or non-regulated exit pressure may be modified following a system suitability test subject to the consent of the Company.
      - The Company may occasionally initiate the operation of a switching mode pressure regulation system between the MOP and the minimum allowable pressure values of the adjacent system in case of those existing exit points, where the summer consumption does not allow the operation of in-built devices (pressure control, metering, odourisation) as a standard working point

In case of new exit points exit pressure shall be agreed in the Connection Contract or in the Development Agreement, or following implementation the Neighbouring Network Operators shall also set it out in the cooperation agreement.

- Exit temperature: the gas temperature measured at the exit point shall not be less than 0°C outside the period defined in the cooperation agreement.
- (c) ensuring metering at the precision level required (pursuant to the applicable annex of the OBC);
- (d) managing capacity booking with respect to the natural gas transmission network pursuant to the OBC and the applicable legal regulations:
  - assessing and defining the capacity of the natural gas transmission network at the entry/exit points;
  - publishing the technical and available capacity of the natural gas transmission network with respect to the entry/exit points;
  - receiving and processing customer demand forecasts;
  - arranging auctions;
  - managing long-term and short-term capacity bookings;
  - arranging secondary capacity transactions;
  - managing capacity conversion.
- (e) receiving and processing nominations with respect to the natural gas transmission network;
- (f) performing natural gas transmission duties pursuant to the nominations by Network Users and the Network Usage Contracts as follows:
  - at entry points receiving natural gas/in case of transmission with reverse direction of the physical flow, delivering natural gas and certifying the quantity and quality thereof (to the extent required for defining the precise quantity);
  - at exit points qualitative and quantitative delivery of natural gas/in case of transmission with reverse direction of the physical flow, receiving and certifying the natural gas;
  - transmission and responsible custody of the natural gas delivered by Network Users between entry and exit points;
  - verifying whether the nominations received with respect to the interconnection points of the interconnected natural gas system match to each other, in case of non-matching developing and applying applicable procedural rules with the related Hungarian System Operator;
- (g) title transfer (management of trade notifications)
  - a. transfer of the right to dispose of a specific quantity of natural gas between two Network Users at a physical or virtual point of the natural gas transmission system
  - b. the Network User must have a valid and effective Network Usage Framework Contract to use the title transfer transaction. The conditions for use are contained in GTC 4.d
- (h) performing measures to ensure the hydraulic balance of the natural gas transmission network:
  - planning the within-day balance of the interconnected natural gas system;
  - taking daily operative measures to ensure the system balance in case of the availability or the lack of the flexibility devices provided by the Network Users

primarily on the trading platforms, and in other transparent and non-marked manners, with the help of the Company's own resources;

- (i) defining and allocating the quantity of natural gas distributed (received-delivered) at the entry/exit points of the natural gas transmission network for Network Users based on the allocations of the Neighbouring Network Operators;
- (j) drafting a final quality and financial clearing corrected during the re-allocation procedure, including capacity overrun, nomination difference surcharges, and delivering the same to the contracted partner;
- (k) developing and operating the IP applicable to the processes of the natural gas transmission network:
  - ensuring basic data supply stipulated in the applicable law and the OBC;
  - ensuring data supply to contracted partners as stipulated in the applicable law and the OBC;
- (l) representing the interconnected natural gas system in international professional organisations;
- (m) Odorization

Odorization of natural gas is a natural gas transmission service provided subject to the terms and conditions agreed in the Network Usage Framework Contract and the fees payable pursuant to the relevant decision of MEKH.

In case of injection by producers into the distribution pipeline if the producer itself odourises the natural gas to be injected, then it has the right to enforce the fees stipulated in the relevant decision of MEKH (Section 103/3-4/ of the Implementation Decree). With respect to such activity it shall enter into an "Odorization services contract" with the Company. The odorization fee shall be cleared by the Company towards Network Users.

Within the framework of the service provided to Network Users on a mandatory basis, the Company shall deliver the natural gas odourised pursuant to technical directive MSZ ISO/TS 16922 at those exit points agreed in the Network Usage Contract, where an odorization fee shall be paid with respect to which Section 21 of the Price Application Decree.

The general injection norm of the odorant at 15 °C for each m<sup>3</sup> shall be as follows:

- (a) in the period between 1 April and 30 September: 16.0 ±10% ml/em<sup>3</sup>
- (b) in the period between 1 October and 31 March: 13.3 ±10% ml/em<sup>3</sup>

The changeover between summer and winter seasons may take place at different times subject to weather conditions and consumption. Injection points deviating from the general norm are included in the QAR.

With the use of defined standards an odour intensity of 2.0-2.5 according the Sales-scale can be ensured.

Injection norm settings different from the above may be modified by the Company based on odour level measurements, and upon the specific and technically reasonable request, initiative of the Network User or the Neighbouring Network Operator subject to a consultation with the Network User concerned. The modification shall be registered in the QAR and published on the Company's website of which all Network Users concerned and the System Operator shall be notified.

The odorant applied shall be a mixture of even amount of (50 per cent each) tetra-hydro-thiophene (THT) and tert-butyl-mercaptan (TBM) which shall be injected with the central or the individual (station) odorization units.

The quantity of the odorant injected shall be monitored and documented by the Company per odorization unit; in case of deviation an oral notice shall be sent to the Network Users or based on the cooperation agreement to the Neighbouring Network Operator as soon as practically possible which shall be confirmed in writing as well. The odour shall be measured on the related system subject to the standards MSZ-09-74.0011 by the System Operators directly connected to the natural gas transmission network.

The distributor licensees shall ensure the regular check on the odour level on the connecting distribution systems operated by them and deliver written feedback on the compliance of the odour level to the locally competent operating unit of the Company once a month. In case of failure to deliver such monthly written feedback, the Company shall deem the odour level to be adequate.

The quantity of the odorant injected shall be measured by an independent laboratory, in this case the norm set for the odorization unit shall be compared to the findings of the independent measuring.

Odour level may be measured with the following methods: sensory analysis, odorimeter, test tubes (H<sub>2</sub>S testing in separate tube), re-calibrated SULFIWARN device or sulphur sensitive chromatograph.

Inadequate odour level shall be immediately reported by the distributor licensee to the locally competent regional center of the operating unit of the Company on phone which then shall be confirmed in writing.

Then the Company shall inspect whether the odorant is injected at the relevant odorization unit in compliance with the requirements. The Network User shall be immediately notified of the findings of such inspection which shall also be confirmed in writing afterwards.

Twice a year the concentration of the gas odorant is measured in accordance with the measurement schedule referring to the subject year at defined delivery points centrally odorised. At places individually odorized the concentration of the gas odorant shall be measured twice a year on the connected high-medium pressure system upon prior consultation with the connected user.

Once a year the injection precision of the defined central odorization devices in accordance with the measurement schedule referring to the subject year shall also be tested at a distance equalling at least 70 d from the injection device.

The injection precision of individual odorization devices shall be alternatingly tested once a year at 10 appointed points in accordance with measurement schedule referred to the subject year.

The Network User or its contracted partner may test the odour at the delivery points of the use of the odorant at the injection points with a prior written notice delivered to the competent operating unit of the Company.

In the monthly transaction minutes the contracted partner of the Network User shall enter a declaration for each delivery point regarding the compliance of odorization. In case of non-compliance the change request shall also be recorded.

- (n) Providing capacity overrun surcharge and nomination difference surcharge exemption for power plants with mFRR capacity.

## **I.7.2 CONNECTION SERVICES**

The financial and technical conditions of the connection to the natural gas transmission system are defined in Annex No. 3 of the Business Code and the connection fee is included in the relevant decision of MEKH.

## **I.7.3 OPTIONAL SERVICES PROVIDED BY THE COMPANY**

Pursuant to Section 79 (3) of the Implementation Decree, the Company provides optional services to network users requiring these services, at a price approved by the Authority under Section 150 of the Implementation Decree. Conditions for using optional services are described in the Network Usage Framework Contract and in the Annex 2 of the Business Code.

## **I.7.4 OTHER SERVICES AVAILABLE UPON INDIVIDUAL REQUEST, CONSIDERED AS ACTIVITIES NOT SUBJECT TO LICENCE**

The Company may provide services that are not considered as activities subject to licence, available upon individual requests based on demand from Network Users or System Operators or its own development pursuant to Section 79(4) of the Implementation Decree, with respect to such services the Company shall enter into contracts with those intending to use them. If the Company enters into a contract with respect to a certain service available upon individual request, it may only agree to provide the same to third parties subject to the principles of equal treatment.

## **I.6.6 SYSTEM OPERATION TASKS CARRIED OUT BY THE COMPANY**

The Company as appointed transmission system operator shall carry out system operation and coordination tasks defined by the Gas Supply Act and the OBC. The Company shall operate a data traffic and informatic system allowing the Company to perform the tasks above.

## **I.8 COMPANY COMMUNICATION WITH EXTERNAL ENVIRONMENT**

The Company may communicate with:

- (a) Authorities (the Hungarian Energy and Public Utility Regulatory Authority (MEKH) the Supervisory Authority for Regulated Services (SZTFH), the ministry competent in issues related to energy, Government Offices, the Hungarian Trade Licensing Office etc.)
- (b) System Operators connected to the a natural gas transmission network
- (c) natural gas producers if they inject into the natural gas transmission network
- (d) natural gas transmission system operators of neighbouring and other countries
- (e) Network Users
- (f) contractors performing contracted maintenance or development activities on the natural gas transmission network
- (g) Hungarian Hydrocarbon Stockpiling Association (HHSA)



- (h) other organisations that are involved in the natural gas transmission activity (local governments, disaster management services, police, National Tax and Customs Administration (NAV) etc.).
- (i) international gas industry organisations (e.g. ENTSOG, GIE, IGU)
- (j) etc.

The general technical conditions and requirements of communication, the scope of information to be provided to costumers and Network Users and the terms and conditions of providing it shall be stipulated in the OBC and the concerning legal regulations and the contract(s) agreement(s) concluded with the given organization.

## **II. ACTIVITIES OF THE COMPANY**

### **II.1 GENERAL SAFETY REGULATIONS**

#### **II.1.1 GUARANTEES OF SAFE SUPPLY TO NETWORK USERS**

Safe supply to Network Users shall be guaranteed by the Company if Network Users comply with the applicable legal regulations and their obligations stipulated in their Network Usage Contracts, in particular those related to ensuring natural gas sources required to supply their consumers.

In the certification procedure preceding the issuance of the transmission system operator's operating license the Authority specifically assessed compliance by the Company with the requirements stipulated in Chapter IV of Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC and in the applicable chapters of the Gas Supply Act.

In the licensing procedure the Authority has reviewed the technical, economic and human criteria stipulated by the law which it has found appropriate, and it has issued the operating licence to the Company that grants the Company exclusive right and defines an obligation to operate the natural gas transmission network defined in the licence, to sell its capacities and to coordinate the integrated natural gas system pursuant to the OBC to ensure the balance of the interconnected natural gas system.

The Company's activity, the terms, quality of its operation is regularly monitored by Authority, SZTFH and the National Directorate General for Disaster Management, Ministry of the Interior.

The natural gas transmission network shall be developed, operated, maintained and all defects, interruptions thereof shall be remedied by the Company subject to the network users' demand and with the approval of the Authority.

#### **II.1.2 SECURITIES REGARDING DATA PROTECTION**

The Company shall operate a technical and IT system that ensures the delivery of basic data to be supplied by the Company pursuant to the OBC to authorised transmission system operators, natural gas traders, natural gas distributors, natural gas storing company, organised natural gas market companies and site licence holders, Network Users and the Authority on a standard, safe interface.

The protection of data shall include at the Company the protection of data owned by the Company and received from the other party, and also in the possession of the Company because of its role. The requirement of confidential data processing shall also apply to the sub-contractors of the Company.

The Company shall only receive, disclose and process data from the other party pursuant to the provisions of a contract concluded by the two parties or stipulated in legal regulations applicable to both parties.

The Company shall manage the personal data obtained and processed during the conclusion and the performance of contracts in line with the legal requirements on the protection of personal data, in particular, complying with the following:

- (a) regulations of Act No. 112/2011 on informational self-determination and freedom of information protection,
- (b) recommendations, guidelines and decisions of the National Authority for Data Protection and Freedom of Information and the data protection working party established by Article 29 of Directive No. 95/46/EC,
- (c) Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter: GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC,
- (d) other related applicable provisions.

During data management, the Company shall continuously ensure the reasonable and highest level of security of personal data managed (principle of data security) in line with the best industry practices.

The Company shall ensure that the data management carried out by the Company complies with the requirements of fairness, legality as well as the complete and up-to-date data management. Furthermore, the Company shall ensure the accessibility of data for the data subjects as authorized individuals and the inaccessibility of data for the unauthorized persons.

The Company shall ensure that data are accessible only for those employees and data processors whose data management and processing are considered as complying with the principle of purpose limitation.

### **II.1.3 NATURAL GAS TRANSMISSION SERVICE RELATED TO THE ENVIRONMENT**

The Company's activity related to the protection of the environment shall be governed by the provisions of the Gas Supply Act, the Implementation Decree, and the Mining Act, the Environment Act and the implementation decrees thereof.

Pursuant to the Environment Act and other legal regulations, prior to commencing activities with a major impact built or natural environment, then later the Company shall prepare a final environment impact study or an IPPC application, and it shall perform the required environmental reviews.

Subject to the above laws the Company shall have an internal regulatory environment that ensures compliance with the criteria concerning energy efficiency and waste management. The Company shall perform its basic activity accordingly, it shall build the supervision of its own and suppliers' environmental performance and regular development thereon.

The Company's environmental reports shall be published in national and international publications.

Prior to publishing the environmental studies, actions and reports shall be audited by licensed certification institutions.

### **II.1.4 TECHNICAL AND SAFETY REQUIREMENTS APPLICABLE TO THE CONSUMERS' NETWORK DIRECTLY CONNECTED TO THE NATURAL GAS TRANSMISSION NETWORK**

Pursuant to the provisions of the Gas Supply Act if a consumer is directly connected to the transmission pipeline, the natural gas distributor's tasks shall be performed to the site boundary by the transmission system operator.

The developer of the consumers' network shall provide the Company with a developer's declaration that states that the facility complies with the technical and safety requirements, it is suitable for operation, the necessary licences are available and the conditions for gas delivery are met.

## **II.2 QUALITY OF SUPPLY**

### **II.2.1 QUALITY RELATED PROPERTIES OF THE NATURAL GAS TRANSMISSION AND THE TRANSMISSION NETWORK OPERATOR'S ACTIVITIES**

The Company's integrated management system, which includes the quality control, technical safety management, information security, energy management, welding and calibration laboratory management system, ensures that the contracts on which the Company's activity is based comply with the applicable quality requirements and criteria; by giving work processes an organised structure and by providing the necessary infrastructure it shall enhance efficient cooperation with market partners.

The requirements of the integrated management system are defined in the standards ISO 9001 (quality control system), ISO/IEC 27001 (information security control system), ISO 3834-2 (welding management system, ISO/IEC 17025 (calibration laboratory management system) and ISO 50001 (energy management system). The technical safety management system is regulated by the regulations of the Supervisory Authority for Regulated Services, and it is operated under the supervision of the same. Based on such requirements and regulations the Company performs its activity in a licenced manner.

The complex of the components in the system set up provides a satisfactory regulatory framework for all processes affecting quality.

The process specifications of the integrated management system cover all important areas of the natural gas transmission and transmission system operator's activities.

The primary focus of the integrated management system is the preventive activities with the help of which defects can be avoided.

The integrated management system includes the regular internal and external audit of the Company's work organisation and operation, and also the continuous development of the processes.

As a result of the integrated management system operated by the Company the processes of the individual management levels are regulated, monitored and fully documented individually and in their mutual relations.

### **II.2.2 QUALITY REQUIREMENTS OF THE NATURAL GAS DELIVERED**

The Network User shall be responsible for ensuring that the quality of the natural gas delivered to the natural gas transmission network complies with the requirements stipulated in Annex No. 11 of the Implementation Decree, the QAR, the OBC and the Network Usage Contracts, furthermore, the General Terms and Conditions related thereto.

The quality of the natural gas injected into the natural gas transmission network shall be certified by the Network User and/or the Neighbouring Network Operator on the date of the Network Usage Contract, or during injection regularly.

As a result of the fixed nature of the natural gas transmission network natural gas of different quality is mixed, therefore the quality of the natural gas injected and released may be different.

If the Network User has natural gas transmitted to a cross-border point where the required quality of the gas to be delivered to the neighbouring network operator is different from that specified in Annex No. 11 of the Implementation Decree, then the gas quality stipulated in the effective cooperation agreement between the Company and the neighbouring Network Operator shall be ensured at the entry points.

Quantity measured at the entry and exit points in the natural gas transmission network as well as quality measured at entry and certain gas exit points, furthermore definition of the gas quality data calculated through hydraulic modelling takes place for the purpose of settlement and certification at the entry and exit points. The definition of the gas quality is performed according to the relevant point of the OBC and the QAR.

## **II.2.3 DETAILED PROCEDURAL RULES OF CONTROLLING THE QUALITY OF NATURAL GAS**

### **II.2.3.1 GAS QUALITY CONTROL**

The quality parameters of the natural gas metered and calculated are as follows (at reference temperatures 25 /0 °C and 15 /15 °C and at reference pressure 101 325 Pa)

- (a) component concentration (methane, ethane, propane, n-butane, i-butane, n-pentane, i-pentane, neo-pentane, hexane, and hydrocarbons heavier than these, carbone dioxide, nitrogen, hydrogen)
- (b) relative density
- (c) minimum calority (caloric value)
- (d) maximum calority (combustion heat)
- (e) Wobbe number

If the quality of the natural gas injected to the natural gas transmission network is different from that stipulated in Clause II.2.2, the Company shall act according to Clause II.2.3.3.

Network Users shall be held liable for damages caused by injecting natural gas of insufficient quality.

### **II.2.3.2 CALIBRATION OF DEVICES MEASURING GAS QUALITY**

The defect free operation of devices measuring gas quality (chromatographs) shall be ensured with daily automatic calibrations. Calibration shall be performed with the reference material tested by the Hungarian Trade Licensing Office (hereinafter: MKEH) (calibration gas with its composition certified by the MKEH).

In addition to the daily automatic calibration the precise operation of chromatographs are also verified by the Company by comparing the measurement results of chromatographs measuring gas of identical quality. If the daily average values of the measurement data on chromatographs measuring gas of identical quality differ to a higher extent than that justified by the measurement uncertainty of chromatographs, then it shall take action to have the defective chromatograph repaired.

If in testing chromatographs, the Company find that the chromatograph is defective, the measurement data of such defective chromatograph shall not be taken into consideration in case of settlement, instead of it settlement of the quantity data should be performed as defined in the QAR, quality data referred to a transferring Network User should be applied. .

#### **II.2.3.3 PROCEDURAL RULES IN CASE OF INJECTION OF NATURAL GAS OF INSUFFICIENT QUALITY**

The processes to be applied in case of injection of natural gas of insufficient quality shall be performed pursuant to the provisions stipulated in the OBC. Such processes shall be defined in the chapter "Procedural Rules In case of Injection of Natural Gas of Insufficient Quality" of the OBC.

### **II.3 TECHNICAL SPECIFICATIONS**

#### **II.3.1 MAIN TECHNICAL PARAMETERS NOT CONSIDERED TO BE BUSINESS SECRETS AND APPLICABLE TO UNINTERRUPTED AND SAFE SERVICE**

Details of the natural gas transmission network are indicated in the Company's transmission system operator's operating license and Annex No. 1 hereto.

The Company's operating license is publicly available at the website ([www.fgsz.hu](http://www.fgsz.hu)) of the Company.

#### **II.3.2 OPERATING MANAGEMENT RULES OF THE SYSTEM OPERATED BY THE COMPANY, THE SYSTEM ENSURING THE REMOTE MONITORING AND DATA TRAFFIC THEREOF**

The operation of the natural gas transmission network shall be managed by the Company's personnel consisting of qualified engineers and technicians, monitoring shall be provided by the organisation of Network Operation and Balancing (System Operation Centre).

The organisation of Network Operation and Balancing (System Operation Centre) and the dispatching employees of the Company's locally competent operating unit shall monitor the operation of the technology, and they shall control the regional controller system that ensures the necessary and adequate level of troubleshooting and failure recovery.

Communication between the Company, the Neighbouring Network Operators and the Network Users shall follow the requirements stipulated in the relevant contracts and the cooperation agreements.

The contact details of the Company's competent contacts and the address of the Company's locally competent operating units shall be defined in the Network Usage Contracts and the cooperation agreements which also indicate the names, position and contact details of the contact persons as well as with respect to such data the declaration on the compliance with the GDPR.

## **II.4 THE MANNER AND DETAILED RULES OF SATISFYING NETWORK USERS' DEMAND**

### **II.4.1 TERMS AND CONDITIONS OF SATISFYING CAPACITY DEMAND**

Network Users may book capacities on the natural gas transmission network pursuant to terms and conditions, and procedural rules stipulated in the OBC, this Business Code and the CBP Operational Rules and according to the rules defined for incremental capacity process.

As a condition precedent to participation at a capacity auction, the Network User Membership Agreement and the Network Usage Framework Contract being the Annex to the Business Code shall be concluded as well as the auction security pursuant to the Business Code shall be submitted

The data and relevant documents requested from Network Users shall be set out in the OBC and the CBP Operational Rules.

Network Users shall be notified by the Company of the fact of winning capacities pursuant to the provisions of the CBP Operational Rules.

In case incremental capacity is offered, further conditions of the participation in the capacity auction/alternative allocation mechanism are listed in the relating Rulebook.

### **II.4.2 QUOTING/CONTRACTING OBLIGATION AND THE CONSEQUENCES OF THE FAILURE THEREOF**

The Company shall enter into the Network Usage Contracts with the Network Users who comply with the requirements stipulated in the Business Code, the CBP Operational Rules and the OBC.

In case of network accession request the Company shall deliver a quote to the person submitting the accession request if it meets the requirements stipulated herein and in the OBC.

If the Company fails to submit a quote/conclude a contract despite the requirement above being met, the person submitting the request has the right to file for remedy with the Authority.

### **II.4.3 PROCEDURE TO BE FOLLOWED IN CASE OF A CHANGE AT THE NETWORK USER**

If changes occur at the Network User, the procedure to be followed shall be the same stipulated in the relevant General Terms and Conditions for changes in the person of the contracting parties or the contractual terms and conditions.

## **II.5 CONTRACTUAL TERMS AND CONDITIONS**

### **II.5.1 CONTRACT TYPES USED BY THE COMPANY**

The contract types used the Company contained in the Annex No 4. of this Business Code, unless otherwise provided in the Business Code.

## **II.5.2 GENERAL TERMS AND CONDITIONS OF CONTRACT**

The Company enters into contracts and agreements based on the contract types under Clause II.5.1 as approved by the Authority, with the content and in the form of the contract template approved by the Authority in advance.

The GTCs applied by the Company are included in Annex No. 4.

In case of incremental capacity project, the applicable GTC of the given incremental capacity shall consist of the Rulebook of the given incremental capacity published on the Company's website and including the conditions approved by the Authority and the GTC set forth in Annex 4.d.

Issues not regulated in the contract shall be governed by the related General Terms and Conditions.

To the extent permitted by law, for technical operational considerations the Company reserves the right to unilaterally amend the General Terms and Conditions applicable to each contract type as it may affect the contracts currently in effect, but always with the approval of the Authority as follows:

Network Users concerned and Neighbouring Network Operators (including direct transmission pipeline users as well) shall be notified by the Company of the amendments made to the General Terms and Conditions by publishing the new text approved by the Authority on its website, and at the same time the Company shall send personal notices in the manner stipulated for communication in the contract or in the Network User Membership Agreement related to the Capacity Booking Platform.

The rules above shall not apply to amendments that are required as a result of the implementation of new services, and if the amendment does not affect the General Terms and Conditions applicable to the services already provided, and contradicting, invalid provisions, errors in style, wording, grammar, changes in the use of terms, if any.

Considering the fact that in the frame of its activities subject to licencing the Company shall ensure that its conduct towards its contracting partners is not discriminatory or anti-competitive, therefore in the contracts governing its regulated activity the Company shall not deviate for the General Terms and Conditions, the scope thereof shall apply to all the partners entering into contracts with the Company with respect to the above. In order to ensure that the contents of the contracts concluded are identical, the Company shall expressly exclude even the use of the general conditions of contract of its contractual partners in respect of the contracts concluded by it.

Compliance of the contracts to be concluded pursuant to Annex No. 4 hereto with the provisions of Section 121/E(4) of the Gas Supply Act shall be certified by the Company in the quarterly report compiled by the compliance officer pursuant to paragraph g) of Section 141/C(4) of the Implementation Decree.

### **II.5.2.1 NETWORK USAGE CONTRACTS**

The transmission system operator shall enter into a Network usage contract with the market participants, which fully comply with the prescribed conditions.



The Network Usage Contract is concluded by and between the Company and the Network User.

The Network Usage Framework Contract shall be concluded by the Network User and the Company in writing. Based on the Network Usage Framework Contract capacity bookings shall be governed by the procedural rules stipulated in the CBP Operational Rules and on the basis of the rules defined for incremental capacity process.

Network Users shall deliver the signed Network Usage Framework Contracts to the Company in such way that it is need to be received by the Company 2 (two) business days prior to the auction start as the latest.

The IP User Agreement may be concluded between the Company and other market participants (neighbouring network operators, Central Contracting Party, HHSA),.

#### II.5.2.2        INFORMATIC PLATFORM ACCESS AND INFORMATIC PLATFORM USER AGREEMENT

Informatic Platform access is provided for the Network users on the basis the Network Usage Framework Contract and for other gas market participants on the basis of the IP User Agreement.

The Company shall provide gas market entities with daily information through the IP for no extra charges and with interfaces serving for the performance of tasks (capacity request, nomination, allocation etc. as described by the Company in detail).

Access to the IP shall be initiated by the Network User/Neighbouring Network Operators.

The conditions precedent to the IP access:

- (a)    As a condition precedent the activity related license issued by the Authority shall be presented, the consumer or producer status shall be proven to the Company. In case of foreign Network Users thorough transportation right shall be proven in the manner stipulated in the OBC.
- (b)    The user of the IP shall have its own electronic certification.

The electronic certification shall be issued by a trusted service provider authenticated to issue electronic certificates. The certificate shall comply with the requirements detailed in the Network Usage Framework Contract in case of Network Users and in the IP User Contract in case of other gas market participants, and as part of such compliance the certificate shall state the name, e-mail address and company name of the holder. Information required for setting the certificate shall be delivered to the Company during the registration and in case of adding further IP Users via e-mail not later than 10 business days before the date of the actual access to the IP.

- (c)    The IP user shall accept and acknowledge the terms and conditions of IP use stipulated in the Network Usage Framework Contract in case of network users and IP User Contract in case of other gas market participants. The signed IP User Agreement shall be delivered to the Company not later than 10th business days before the date of the actual access to the IP. The IP usage shall not stipulate any financial obligations.

- (d) Within 3 business days after compliance with the conditions precedent to the IP access the Company shall ensure the IP user the actual access to the IP.

#### II.5.2.3 CAPACITY BOOKING PLATFORM ACCESS AND NETWORK USER MEMBERSHIP AGREEMENT

The Company offers standard or non-standard, unbundled and bundled capacity products for the Network users on the basis of the CBP Operational Rules and the offered capacity is allocated in accordance with the regulations of the Operational Rules.

The Network Users can book capacity for the entry/exit points listed on RBP Portal <https://rbp.eu> and access capacity market transactions, secondary capacity transactions and other services on the RBP Application.

The Network User shall have access to the RBP Application on the basis of Network User Membership Agreement.

The Network User Membership Agreement is available here: <https://rbp.eu>

#### II.5.2.4 COOPERATION AND COMPENSATION AGREEMENT WITH THIRD PARTY FOR PROTECTION

In connection with protection tasks by third parties affecting the natural gas transmission network operated by the Company and the components thereof, such third party (developer) shall be bound by a contracting obligation according to the template contracts (Compensation and Cooperation Agreement, Utility Agreement) forming Annex 4.5.a and 4.5.b of the Business Code.

Construction plans drafted based on third party written request for the relevant protection (hereinafter all referred to as "replacement") with the technical content issued by the Company, shall be submitted by such third party to the Company for approval.

Preparatory works of protection may be commenced based on the operator's declarations issued by the Company with respect to the submitted and approved construction plans, and also based on the contracts concluded in accordance with the template contracts annexed to this Business Code.

The third party undertakes to bear all the costs incurred, including the services stipulated in the contract concluded as to be used on a mandatory basis.

If protection involves pipeline interruption or consumer gas supply interruption, the date thereof shall be negotiated by the third party with the concerned Network Operators if the request for such interruption is submitted following the compilation of the annual maintenance/interruption schedule. During the negotiations the parties shall act with a view to the provisions of the OBC.

The value of natural gas used in case of blowdown, rinsing required during protection shall be paid by the third party (developer) which shall be agreed by the parties pursuant to the concerning Annex of the concluded Cooperation and Compensation Agreement/Utility Agreement.

#### **II.5.2.5 TERMS AND CONDITIONS OF CONNECTING TO THE NETWORK**

If the conditions precedent stipulated in Annex No. 3 of the Business Code for connecting to the natural gas transmission network, the Company enters into a contract with the applicant regarding the connection.

The financial and technical conditions of the connection to the natural gas transmission system are defined in Annex No. 3, the connection fee is included in the relevant decision of MEKH.

#### **II.5.2.6 REPRESENTATIONS AND WARRANTIES**

Legal statements shall only be valid if made in writing on paper or in electronic form. Legal statements cannot be validly made to the other Party verbally, by conduct or silence. Legal statements shall enter into effect upon delivery to the other Party.

By concluding the contract concluded all contracting parties accept and represent that they are economic entities legally operating and registered and that they are not subject to bankruptcy or liquidation proceedings, furthermore that they are not the subject of any legal or other proceedings, pending or otherwise threatened, and that they are not the subject of any international sanction measure that could jeopardise the performance of the contract concluded. The contracting parties shall notify each other in writing of any change in the above circumstances without delay, but no later than 3 working days.

#### **II.5.3 MANAGING SPECIAL TERMS AND CONDITIONS**

Deviations from the contractual terms and conditions of the contracts listed in the Annex No. 4 of the Business Code shall be stipulated in a separate annex to the contracts called "Special Terms and Conditions" published on the Company's website.

#### **II.5.4 PROVISIONS ON REMEDY DISRUPTIONS IN SUPPLY**

Subject to the principles of the Gas Supply Act in case of disruptions in supply the licensed operators of the integrated natural gas system and the Network User shall cooperate with the Company pursuant to the OBC and the internal technical regulations applicable to the maintenance of the natural gas transmission network and troubleshooting.

In order to ensure continuous supply to Network users the Company performs its activity in uninterrupted work schedule, and it has personnel suitable for managing the remedying of disruptions, limitations and crisis.

The Company may refuse access to the natural gas transmission network in an objective and transparent manner without applying discrimination, or it may limit, reduce, suspend supplies already booked if the events defined in the Gas Supply Act and the Implementation Decree occur.

##### **II.5.4.1 INTERRUPTION**

The detailed rules and criteria of interruption by the Company on the natural gas transmission network shall be defined in the OBC, the Price Application Decree and the part of the GTC 4.d for the Network Usage Contract applicable to the booking of interruptible capacity.

#### II.5.4.2 LIMITATION

The detailed rules of limitation by the Company on the natural gas transmission system are defined in Government Decree No. 399/2023 (VIII. 24.) on measures to preserve the security of natural gas supply. (hereinafter: Government Decree No. 399/2023), the OBC, and the National uniform restriction classification system plan (hereinafter: System Plan).

The Company publishes the current System Plan on its website upon the Authority's approval decision.

If a Network User that has been limited consumes natural gas at the expense of the limited quantities, it is obliged to pay an additional surcharge corresponding to the amount of natural gas thus consumed, fifty times the value of the highest price of the transactions concluded on the trading platforms in the 5 gas days before the limitation, as determined by Article 98/A par. (4) of the GSA.

In the event of a limitation being instituted, Network Users are obliged to cooperate with the Company in accordance with the GSA, the Implementing Act of Government Decree No. 399/2023 and the relevant regulations of the OBC.

#### II.5.5 MAINTENANCE OF THE NATURAL GAS TRANSMISSION NETWORK AND THE RULES OF TROUBLESHOOTING THEREON

Procedures and rules applicable to maintenance and troubleshooting are defined in the OBC, the maintenance schedule is set out in the annual maintenance/interruption plan. The annual maintenance/interruption plan and all the current information related to troubleshooting also affecting Network Users shall be published by the Company on its website. The published and regularly updated information contains the codes of the gas industry objects affected, the code of the neighbouring Network Operator affected, the commencement and end date or time of the projected maintenance/interruption on the natural gas transmission network, and also the information provided by the neighbouring Network Operators.

#### II.5.6 REQUIREMENTS TOWARDS CONTRACTING PARTNERS

Contractual conditions towards contracting party are especially the following:

- (a) the copy of the company extract obtained within the last 30 days shall be submitted electronically that contains the company name, registered seat, scope of activities, registered capital, tax number and list of people authorised to sign for the company in Hungarian or English. In case the company extract does not contain any of the above-mentioned information, the licensed contracting party has to provide an official document containing such information in Hungarian or English. In case of paper-based contracting the original or the certified copy of the specimen signature or power of attorney of the people authorised to sign for the company shall be submitted on paper in Hungarian or English. Should the company extract, any official document, the specimen signature or power of attorney be in other foreign language, then the above-mentioned documents should be submitted together with their translation certified by those authorised to carry out such in Hungarian or English
- (b) a responsible statement in Hungarian or English language or, if declared in any other language, a certified translation into Hungarian or English, obtained within the last 3 working days shall be submitted electronically, declaring that the Network User is not

- subject to liquidation, winding-up, bankruptcy proceedings and is unaware that such proceedings are expected against it,
- (c) send electronically a responsible declaration in Hungarian or English, not older than 3 working days, that there are no international sanctions measures that prevent, restrict or make impossible the conclusion of a contract with the Company and/or the performance of the contract(s) for the service(s) provided by the Company;
  - (d) the authorised counterparty holds an operating licence issued by the Authority.
  - (e) Carry out the data protection measures prescribed in the OBC. In this context, all necessary actions must be taken to eliminate information security non-compliance.

#### II.5.6.1 NETWORK USER

In addition to the above, the contractual and entry into force conditions imposed on the Network User are in particular:

- (a) have a settlement bank service agreement with a credit institution as defined in the General Terms and Conditions of the Central Counterparty for the provision of the dedicated account for financial settlement, based on the legal relationship between the Central Counterparty and the clearing members (contractual condition);
- (b) it shall be in possession of the contractual security stipulated in the GTC 4.d relevant to the Network Usage Contracts (entry into force condition);
- (c) it shall have a valid clearing membership agreement for the settlement of the balancing gas concluded with the Central Contracting Party and the clearing right not suspended in its performance (entry into force condition);
- (d) foreign or domestic Network Users that use the available capacity of the natural gas transmission system for transiting natural gas through the territory of Hungary or for injection in an underground gas storage facility, shall submit a certificate in Hungarian or English to the Company at the time of the registration declaring that at which exit/entry cross-border or storage network point of the natural gas transmission system the given Network User intends to carry out the transit and storage activity and agreeing that it shall be entitled to participate only in capacity auctions with regards to these network points (contractual condition)

#### II.5.6.2 GENERAL CONDITIONS

- (a) In case of any changes in the content of the statements pursuant to Section II.5.6.1.(b) and (c), the contracting party shall notify the Transmisison System Operator in writing without delay, but not later than 3 business days.
- (d) Failing to comply with the requirements defined in Section II.5.6. shall be regarded as serious breach of the Contract by the contracting party and the Transmission System Operator is entitled to apply sanctions set out in the GTC, and in case of Network Users, additionally according to the 4.d GTCs as well.
- (e) The Transmission System Operator is entitled to refuse to conclusion of contract if the contracting party does not duly prove the fulfillment of the conditions set out in Section II.5.6..

## **II.6 SETTLEMENT AND PAYMENT REQUIREMENTS**

### **II.6.1 THE FEE PAYABLE FOR CONNECTION, THE AMOUNT AND THE CALCULATION RULES THEREOF**

The amount of the accession fee payable by prospective users or natural gas producers to the Company for being permitted to connect to the natural gas transmission pipeline system shall be defined in the relevant decision of MEKH.

### **II.6.2 THE FEE PAYABLE FOR NATURAL GAS TRANSMISSION, THE AMOUNT AND THE CALCULATION RULES THEREOF**

The rules of fee calculation, the terms and conditions of the application of the fees shall be stipulated in the Framework Decree and the Price Application Decree, the amount of the fees payable for natural gas transmission services shall be stipulated in the relevant decision of MEKH.

The fee of the capacity resulting from the incremental capacity project shall be calculated, in addition to the conditions of the applicable decision of MEKH, on the basis of the additional fee (price supplement) announced during the project, determined under the conditions of the specific Rulebook and set out in the incremental capacity booking contract.

### **II.6.3 THE FEE PAYABLE FOR NATURAL GAS ODORIZATION, THE AMOUNT AND THE CALCULATION RULES THEREOF**

The amount of the fee payable for natural gas odorization shall be defined in the relevant decision of MEKH. The fee payable for natural gas odorization shall be defined by the Company with the help of the norms defined for the odorization of natural gas of 0 °C as set out in the annually updated QAR.

### **II.6.4 THE PRICE OF THE BALANCING NATURAL GAS AND THE CALCULATION RULES THEREOF**

The Network User is obliged to maintain a commercial balance: according to the relevant provisions of the OBC, all injections and off-takes shall be balanced on a daily basis. Settlement of balancing natural gas shall be performed by the Central Contracting Party at the settlement price defined below, with the mandatory clearing membership of the Network Users and the Company, under the conditions set out in Network Usage Framework Contract.

#### **II.6.4.1 GENERAL RULES OF DEFINING THE CLEARING PRICE**

The system operator perceives a daily clearing price of the balancing gas on the basis of the transactions concluded on trading platform(s). The value of the applicable minor correction is defined in the relevant decree of the Authority. The settlement prices are defined in EUR/MWh.

Marginal sell price shall be applied if the Network user's injection for the given gas day exceeds its off-takes for the same gas day; marginal buy price shall be applied if the Network user's off-takes for the given gas day exceed its injection for the same gas day.

Marginal sell and marginal buy prices of a gas day shall be defined as follows:

a) the marginal sell price shall be the lower of the following:

- the lowest price in the sell transactions concluded on the given gas day for title products and locational products, involving the transmission system operator, or
- weighted average price defined on the basis of the transaction(s) concluded for title products and locational products less the small adjustment.

b) the marginal buy price shall be the higher of the following:

- the highest price in the buy transactions concluded on the given gas day for title products and locational products, involving the transmission system operator, or
- weighted average price defined on the basis of the transaction(s) concluded for title products and locational products plus the small adjustment.

All entities operating trading platforms on the Hungarian natural gas transmission network shall deliver continuously the data required for the calculation and publication of the prices during the gas day without undue delay after a given transaction as agreed in the specific agreement concluded with the Company.

The transmission system operator shall publish the clearing price on the Company's website before 2.00 p.m. following the closing of the gas day.

#### II.6.4.2 SPECIAL RULES OF DEFINING CLEARING PRICE

If no transaction has been concluded for a gas day that could serve as a basis for calculating clearing price, the clearing price of the previous day shall be used in the accounting of the given gas day.

If the trading platforms were unavailable for a certain part of the given gas day or for the entire gas day due to server error or restriction, the clearing price of the previous gas day shall be applied. The transmission system operator shall credibly document the transactions involved in clearing pricing.

#### II.6.4.3 THE CONTINUOUS PUBLICATION OF THE CLEARING PRICE WITHIN THE GAS DAY

Following the conclusion of a transaction on the trading platforms the transmission system operator shall without undue delay publish the marginal buy and marginal sell prices based on the data of all transactions concluded during the period until the transaction on the given gas day pursuant to the calculation procedure stipulated in Sections II.6.6.1. and II. 6.6.2.

All entities operating trading platforms shall deliver the data required for the calculation and publication of the price as agreed in the specific agreement concluded with the Company.

The delivery of data is made in EUR/MWh.

#### II.6.4.4 CLEARING PRICE COMMITTEE

The body set up to establish, supervise and examine the clearing price shall be the Clearing Price Committee (Committee).

The aim of the Committee is:

- i) to specify the method of clearing pricing and to propose its modification if required,
- ii) to supervise the setting of the clearing price,
- iii) to initiate the revision of the clearing price.

The Committee shall supervise and monitor the procedure of setting the clearing price applied during the settlement of commercial imbalances.

If according to a Committee member the end-of-day clearing price does not adequately reflect the state of the natural gas market, and therefore a different clearing price needs to be set, or if a Committee member believes that the clearing price has not been set partly or fully in compliance with the methodology stipulated herein e.g. due to a technical failure, then within one hour following the publication of the clearing price, if the publication falls on a public holiday, on the first banking day following the public holiday(s), the Committee member shall submit a proposal accompanied by a justification for a modified end-of-day clearing price. The Committee shall decide on the proposal within another hour, but not later than 3.00 p.m. The Committee may only adopt a decision regarding the modification of the clearing price with a unanimous resolution.

Pursuant to the decision the Committee shall:

- i) approve the clearing price, or
- ii) modify the clearing price based on the proposal submitted, or
- iii) submit a proposal accompanied by an adequate justification to the Authority to initiate the judicial review of the clearing price. In such case the original clearing price shall be applied until the legally binding judicial decision is adopted.

The Committee shall record its decisions regarding the modification of the clearing price in writing together with the documentation of the members' votes. The written decision shall be published on the Company's website.



The Committee may submit a proposal to modify the clearing pricing rules to the Company before 31 December each year. Such decisions shall be adopted by the Committee with consensus. Based on the proposal the Company shall work out the necessary modifications of the rules, and it shall submit them to the Authority for approval within 60 days. The rules of clearing pricing may only be modified regarding a whole gas year.

The Committee is made up of 5 members, out of which 1 member is delegated by each TP operator, 1 by KELER CCP Ltd., 1 by the Authority, 1 by the Company.

The Company shall initiate the setting up of the Committee at least 60 days before the start of the gas year.

Members of the Committee shall keep the trade secrets received during committee work, in order to avoid cartel formation and unfair market practices. Only the public data of the TPs shall be disclosed to them during the performance of their duties.

Members of the Committee shall receive no remuneration for their work.

The Committee's work shall be coordinated by the Committee secretary who shall always be a member delegated by the Company.

Members of the Committee shall:

- i) actively participate in Committee work,
- ii) immediately assess the proposal regarding clearing price modification circulated by the Committee secretary and participate in the related decision making within the timeframe specified.

Members of the Committee are entitled to:

- i) submit a proposal to the Committee,
- ii) appoint a substitute in case of necessity,
- iii) view all documents related to the work of the Committee,
- iv) submit a proposal regarding the methodology of setting the clearing price and work out the methodology.

The mandate of the members shall terminate:

- i) with revocation,
- ii) with resignation,
- iii) if the member's employment is terminated by the employee or the employer,
- iv) if the mandate expires,
- v) in case of events at the occurrence of which the member may not be elected.

The Committee shall be convened by the secretary as occasion requires. The meetings and decisions of the Committee shall be recorded in minutes. The minutes shall be signed by the members of the Committee.

The Company is responsible for the smooth operation of the Committee.

#### **II.6.4.5 EXERCISING WRONGFUL INFLUENCE ON CLEARING PRICE**

All members of the TPs, including the Company, are entitled to initiate the revision of the clearing price at the authorized body if there is a suspicion that the clearing price established pursuant to Business Code has been subject to wrongful influence.

The below cases shall be considered as exercising wrongful influence on setting the clearing price:

- i) submitting a purchase order negotiated in advance with two or more TP members, and concluding transactions as a result of such purchase orders,
- ii) quoting conspicuously high or low price in the bid, or concluding a transaction at a conspicuously high or low price,
- iii) a transaction concluded by exercising significant market dominance,
- iv) a transaction concluded with the aim of intentionally diverting the clearing price,
- v) insider trading pursuant to Regulation (EU) No 1227/2011.

Until the conclusion of the proceeding of clearing price revision, the clearing price requested to be reviewed shall be applied.

#### **II.6.5 THE AMOUNT OF THE FEE PAYABLE FOR THE RE-ALLOCATION OF THE PERIOD ALREADY CLOSED WITH A SETTLEMENT**

Request for the correction of a settlement period already closed shall be submitted by the Neighbouring Network Operators to the Company. The Company shall forward the costs incurred by the Central Contracting Party in connection with the reallocation to the entity requesting the reallocation.

#### **II.6.6 THE BASIS, THE PERIOD AND THE RULES OF CLEARING THE NATURAL GAS TRANSMISSION SERVICE**

##### **II.6.6.1 DAILY FINAL DATA SUPPLY**

The basis of daily final data supply shall be the metering data collected by the Company on the OTR on the given day, and also the gas quantities allocated to this metering by the Neighbouring Network Operators for the given day.

The daily final data supply shall be made by the Company on the IP before 2 p.m. on the day following the relevant gas day.

The detailed rules and content of the daily final data supplies shall be set out in the OBC.

##### **II.6.6.2 MONTHLY FINAL VOLUMETRIC SETTLEMENT**

The monthly final volumetric settlement shall be based on the metering data collected by the Company on a daily basis on the OTR in the given gas month, and also the gas quantities allocated by the Neighbouring Network Operator for such metering on a daily basis.

The detailed rules and content of monthly final settlement shall be set out in the OBC.

The invoicing and payment requirements related to the monthly final settlement shall be stipulated in the GTC 4.d.

### **II.6.6.3 MONTHLY CORRECTED SETTLEMENT**

The monthly corrected settlement shall be based on the metering data obtained from the heat calculators, and the result of the re-allocation procedure of the corrected quantitative data as evidenced in the protocol between the neighbouring network operators.

The detailed rules and content of monthly corrected settlement shall be set out in the OBC.

The invoicing and payment requirements related to the monthly corrected settlement shall be stipulated in the GTC 4.d.

### **II.6.7 RULES OF PRICE DISCOUNTING APPLIED AS COMPARED TO THE OFFICIAL PRICE**

Natural gas transmission service shall be used for the highest official fee defined by the law.

In case of deviation from the highest official fee (discount) stipulated by the law the discounted price shall be published by the Company on its website as required by the law and it shall apply the same towards other Network Users on a non-discriminatory basis .

### **II.6.8 DETAILED DESCRIPTION OF THE CALCULATIONS APPLIED IN METERING AND VOLUMETRIC SETTLEMENT**

In the metering systems gas quantity is calculated by the calculators operated by the Company.

The gas quantity shall be calculated according to the calculation algorithms specified in the applicable standards and/or regulations:

- (a) calculation of fluid flow in an orifice system pursuant to MSZ EN ISO 5167
- (b) calculation of fluid flow in a turbine meter and rotary system pursuant to MSZ EN 12405
- (c) calculation of compression factor of natural gas pursuant to MSZ ISO 12213-2 and MSZ ISO 12213-3

#### **II.6.8.1 DETAILED DESCRIPTION OF THE CALCULATIONS APPLIED IN SETTLEMENT**

The processes to be applied during settlement shall be performed pursuant to the provisions stipulated in the OBC.

### **II.6.9 RULES OF INVOICING AND MANAGING INVOICE COMPLAINTS**

#### **II.6.9.1 SUBMITTING THE INVOICE**

The submission of the invoice shall be deemed completed:

- (a) at the certified time of delivery in case of personal delivery
- (b) at the certified time of delivery in case of delivery by courier
- (c) at the certified time of delivery in case of delivery as a recorded mail
- (d) at the time of electronic dispatch in case of an e-invoice.

The rules of the Civil Code shall be reasonably applied to disputes related to the due date of the invoices or the completion of the submission of the invoice and the late performance of payment obligations.

#### **II.6.9.2 THE RULES OF INVOICING**

All payments between the Company and the contracting party shall be made in HUF.

The Company's invoices related to contracts shall be issued pursuant to the currently effective Tariff Decree, in accordance with the provisions of the currently effective law on value added tax (VAT) for an amount rounded to the forint.

The fee items set out in the relevant decision of MEKH with respect to defining the natural gas transmission network usage fees shall be exclusive of the VAT.

#### **II.6.9.3 SETTLEMENT OF SERVICE FEE ELEMENTS**

The settlement of fee elements applicable to services shall be set out in the contracts and their relevant GTCs.

#### **II.6.9.4 CONTENT OF THE INVOICE**

Invoice shall always be issued pursuant to the effective statutory regulations.

In addition to the data content defined by the law invoices shall contain the following data:

- (a) customer code of the client
- (b) method and due date of payment
- (c) consideration for the product (service) including tax listed as per items and as a total
- (d) the grand total of the invoice
- (e) the contract ID number

#### **II.6.9.5 MANAGEMENT OF INVOICE COMPLAINTS**

The rules of managing invoices against which complaints were submitted by contracting parties shall be defined in the contracts and their relevant GTCs of the contracts under the present Business Code.

### **II.6.10 THE RULES OF CHARGING AND PAYING SURCHARGES**

The detailed description on charging and paying surcharges shall be defined the GTC 4.d under the present Business Code, whereas the rules regarding the surcharge due to the over-consumed quantity of limited Network Users are contained in point II.6.16 of the present Business Code.

### **II.6.11 METHOD OF PAYMENT**

Payments shall be made by bank transfer to the bank account number indicated by the Company.

## **II.6.12 PAYMENT TERMS**

The terms of payment and due dates applicable to the services provided by the Company shall be defined in the contracts and their GTCs.

## **II.6.13 PENALTIES APPLICABLE IN CASE OF LATE PAYMENT**

Detailed description of the sanctions applicable in case of late payment shall be set out in the contracts and their GTCs.

## **II.6.14 SURCHARGE PAYABLE AFTER THE QUANTITY OF NATURAL GAS USED UNAUTHORIZED IN CASE OF EMERGENCY LIMITATION**

In the case of a surcharge according to Section (4) of the GET 98/A (surcharge due to the overconsumed volume of a restricted user), the Company will issue the surcharge in a penalty notice to the user within 15 days after the availability of all the data sent by the system operator concerned, necessary for the issuance of the penalty notice.

Method of payment: bank transfer to the bank account number specified by the Company.

Payment deadline for the penalty notice: 15th calendar day after issue.

If the user does not pay the amount to be paid on the basis of the penalty notice on the due date, it is in arrears. In case of delay by the user, the Company shall comply with the Civil Code 6:155. §. (1) and shall charge late interest on the overdue amount in such a way that the interest is calculated for the period from the day after the payment is due to the day the payment is actually made. The amount of late interest must be determined on the basis of the actual elapsed days, taking into account a 360-day year.

The Company issues letters charging late interest on a monthly basis based on overdue invoice payments made by the last day of the previous month. The payment deadline for late interest charges is the 8th calendar day after the issuance of the penalty notice.

## **II.7 RULES APPLICABLE IN CASE OF DEFAULT**

### **II.7.1 EVENTS OF DEFAULT**

The detailed description of the events of default shall be set out in contracts and their relevant GTCs under the Business Code.

### **II.7.2 SANCTIONS AND CONSEQUENCES**

#### **II.7.2.1 CONSEQUENCES OF DEFAULT**

The description of the sanctions and legal consequences applicable in case of default shall be set out in the contracts and their GTCs under the Business Code and the Rulebook.

#### **II.7.2.2 CONSEQUENCES OF CONSUMPTION WITHOUT CONTRACT**

Consumption without contract is conceptually incomprehensible in respect of the transmission system operator.

### **II.7.3 LEGALISATION OF GAS CONSUMPTION WITHOUT A CONTRACT**

In the context of the transmission system operator, any way in which gas consumption without a contract can be made lawful, cannot be interpreted.

## **II.8 THE RULES OF MANAGING COMPLAINTS**

### **II.8.1 RECEIVING COMPLAINTS**

Complaints may be filed with the Company in a written form through the complaint form of the Company's website.

### **II.8.2 ADMINISTERING CUSTOMER COMPLAINTS**

Complaints received shall be managed by the Company according to its internal policy.

The justified nature of the complaint is investigated and further measures are taken within 30 days. The Company shall deliver a written notice to the complaining party, about the result of the investigation and the fact that the complaint is closed.

If the investigation exceeds the 30 days, the Company shall notify the complaining party in writing about the expected date of closing.

If the administration related to the complaint is beyond the power of the Company, such shall be communicated to the customer in a notice specifying the company or organisation competent to respond to the complaint.

**II.9 DESCRIPTION OF THE ACTIVITIES PERFORMED IN ADDITION TO THE  
BASIC ACTIVITY**

The description of the activities performed in addition to the basic activity and the terms and conditions of using them shall be published on the Company's website.

.....  
Szabolcs I. Ferencz  
Chairman of Board, CEO

.....  
Péter Vasváry  
CEO

Electronically signed document. \*

*\*If the document is signed electronically.*