FGSZ NATURAL GAS TRANSMISSION CLOSED COMPANY LIMITED BY SHARES

GENERAL TERMS AND CONDITIONS FOR NETWORK USAGE CONTRACTS

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1. Rules concerning the Contractual Terms and Conditions

These General Terms and Conditions (hereinafter referred to as: GTC 4.d) constitute inseparable parts of the following Network Usage Contracts:

- Network Usage Framework Contract and the individual transactions concluded based thereon;
- Long-term Capacity Booking, Natural Gas Transmission, Odourisation and System Operation contracts (LT contract) concluded prior to 11 May 2015;
- Incremental capacity booking contract;
- Capacity booking contract concluded in the scope of Open Season;

In the case of an incremental capacity process, the Rulebook and the incremental capacity booking contract concluded based thereon may contain provisions in divergence from those set out in GTC 4.d, in which case, the diverging rules shall apply to the incremental capacity.

Declarations diverging from or amending the above types of Network Usage Contracts do not become parts of the Network Usage Contracts.

The conditions not set out in GTC 4.d are contained in the annexes to the Network Usage Contract, while any additional special conditions are set out in the document titled Special Contractual Terms and Conditions.

Matters not regulated in the Network Usage Contract and its annexes shall be governed by the effective Hungarian legislation, including in particular Act XL of 2008 on Natural Gas Supply (hereinafter referred to as: 'GSA'), Gov. Decree No. 19/2009. (I.30.) implementing the provisions of Act XL of 2008 on Natural Gas Supply (hereinafter referred to as: 'Implementation Decree'), the Business and Commercial Code (hereinafter referred to as: 'OBC'), the Operational Regulation of the Capacity Booking Platform (hereinafter referred to as: 'CBP'), the Body of the Business Code of the Company approved by the Hungarian Energy and Public Utility Regulatory Authority (hereinafter referred to as: 'Authority') and GTC 4.d, and in the case of incremental capacity procedures, also the Rulebook and the incremental capacity booking contract.

The Company shall expressly exclude the use of the general conditions of contract of its contractual partners in respect of the above Network Usage Contracts.

1.1 Amendment of GTC 4.d

The Company may amend GTC 4.d unilaterally. In the case of amending GTC 4.d, it shall also adjust the Business Code in accordance with the amendment approved by the Authority. The amendments shall become parts of the effective Network Usage Contracts from the date specified in the approving decision of the Authority. If the decision of the Authority approving the amendments does not specify the effective date of the GTC 4.d Amendment, it takes effect on the date when the decision of the Authority becomes final and binding.

Following receipt of the decision, the Company shall post the amendment at its customer services and shall make it accessible at its website. Publication at the website shall qualify as information provision to the Network Users.

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

1.2 Special Contractual Terms and Conditions

The Company shall regulate the particular commercial, technical and IT-related rules of the use of the specific network points in the Special Contractual Terms and Conditions. By signing the Network Usage Contract, the Network User expressly confirms that it has familiarised itself with and agrees to be bound by the Company's Special Contractual Terms and Conditions concerning the use of the network points at the https://fgsz.hu/en/for-business/network-users/regulatory-framework/business-code website. The Company may modify the Special Contractual Terms and Conditions due to the technical characteristics of the natural gas transmission system. The Company shall also inform the Network Users of the amendment of the Special Contractual Terms and Conditions at its website, via publication and also via newsletter, after which, the Special Contractual Terms and Conditions with amended content shall become the contractual content applicable by the Parties.

2. Services

Pursuant to the Network Usage Contract, the Company shall provide the basic services, optional services set out in these GTC 4.d to the Network User for remuneration.

The Network User is exclusively liable for only using such services and to the extent it is entitled to based on the legislation or international sanction measures applicable to it; the Company shall be liable to monitor and comply with this. The Network User acknowledges that it shall be fully liable for any damage caused to the Company, another Network User or a third party via any unauthorised use of the service, and the Company shall pass all claims enforced against it in relation thereto (damages, costs, fines, penalties) on to the Network User, who shall provide compensation for such claims.

2.1 Basic services and the conditions of their use

For the term of the Network Usage Contract the Company shall make capacity booking and disposition over the booked capacity (including secondary capacity trading) possible, ensure use of the booked capacity, take over the natural gas imported by the Network User at the entry point(s) and transfer the natural gas to the Network User at the exit point(s), and provide further related basic services for the Network User as explained below, in accordance with the present GTC 4.d, the body of the Business Code, the OBC and the relevant legal provisions.

2.1.1 Natural gas transmission

2.1.1.1 General Conditions

At the entry point, the Network User shall be responsible for importing the nominated amount of natural gas and ensuring and certifying the appropriate quality thereof. The Network User shall provide for the availability od the natural gas of a quantity nominated by it and complying with Annex 11 of the Implementation Decree, of a quality certified by it within the contracted pressure range.

At the border crossing entry point the Network User shall provide the gas quality specified in the Interconnection Agreement in effect between the Company and the adjacent System Operator concerned.

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

At the exit point the quality of natural gas shall be certified by the Company. The Company shall transfer natural gas to the Network User in the amount nominated by the Network User and with quality certified by the Company within the contracted pressure range.

The risk of loss shall pass to the Company at the time of takeover of the natural gas. The receipt of natural gas shall take place at the boundary on the inlet side of the entry points operated by the Company, as specified under the Network Usage Contract, provided that – with the exception of a failure of the pipeline section between the Company's metering system and the point of entry, owned by the Company – the gas quantity, gas pressure and the gas temperature at the entry point are at all times identical with the gas quantity, gas pressure and gas temperature value measured at the Company's metering system for the entry point, and the combustion heat is identical to the values measured at the spot(s) specified in the document titled 'Natural gas quality settlement system for the entry and exit points of the natural gas transmission network' (hereinafter referred to as: 'Quality Accounting Rules'), except where the Company and the connecting Network Usage Contract agreed otherwise regarding the measurements in the Interconnection Agreement.

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

The transfer of the natural gas by the Company shall take place at the exit points of the transfer facilities specified in the Network Usage Contract / its annex or at network border exit points. With the transfer of the natural gas, the Company shall cease to bear the risks.

The Network User shall take over and provide for the further transfer of the natural gas volume delivered at the exit/border exit points. If at the delivery/border delivery point the capacity and contracted delivery pressure has been provided by the Company, but the natural gas is not taken over or further transmitted by the adjacent system operator proceeding on behalf of the Network User or its commercial partner, then the Company shall not be held liable for any consequences arising therefrom, including any costs or damage arising therefrom.

The Network User shall be responsible for ensuring that the quality of the natural gas imported by it into the natural gas transmission system be in accordance with the gas quality requirements set out in Annex 11 to the Implementation Decree or in case of export or cross border deliveries the quality parameters set out in the Interconnection Agreement in effect between the Company and the adjacent System Operator concerned. The upper calorific value of the imported natural gas may not diverge from the average of the upper calorific value published by the Company in the Quality Accounting Rules (hereinafter QAR) in relation to the entry point concerned by more than 5% in any direction. It is only possible to deviate therefrom based on a special authorisation provided by the Authority as per Section 71 (1) of the Implementation Decree.

2.1.1.2 Physical features of natural gas

2.1.1.2.1 Pressure of the natural gas

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

At the related import, producer and storage entry locations, under its trading contract the Network User shall provide a pressure between the MIN and MAX values as published at the website of the Company (https://fgsz.hu/en/transparency-information/eu-regulations/eu-regulations-en/312-i-detailed-descriptions-of-the-points-of-the-gas-transmission-system-names-of-the-operators-of-the-interconnected-systems.htmll).

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

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

2.1.1.2.2 Natural gas temperature

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

2.1.1.2.3 Natural gas quality

The quality parameters of the natural gas supplied and delivered shall comply with the provisions of the QAR and Annex No. 11 of the Implementation Decree in case of deliveries to national exit points, and in the case of transfers or exports the gas quality at the boundary delivery point as specified in the Interconnection Agreement effective between the Company and the adjacent System Operator concerned. At the entry points the Network User shall continuously provide natural gas of a quality as specified in the QAR of the Interconnection Agreement in effect between the Company and the adjacent System Operator concerned.

2.1.1.2.4 Injection of natural gas of off-spec quality

Should the quality of the natural gas injected into the natural gas transmission network deviate from the relevant provisions, the Company shall be entitled to reject the acceptance of the Network User's natural gas of defective quality. In the case of supply of natural gas of off-spec quality, the relevant provisions of the Business Code and the OBC shall apply.

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

Should the quality of the injected natural gas deviate from the value provided in Section 2.1.1.2.3 or individually agreed upon in the Network Usage Framework Contract, and should the Network User fail to arrange for the discontinuation of natural gas supply of defective quality following notification by the Company, then all damages arising out of the supply of natural gas supply of off-spec quality shall be borne by the Network User.

The Company draws the Network User's attention that should the quality of the natural gas injected for export or cross border delivery purposes not meet the quality parameters stated in the Interconnection Agreement concluded with the adjacent System Operator and as a consequence the injected natural gas is not taken over from the Company by the adjacent System Operator, the natural gas quantity refused to be taken over shall have to be settled as part of the Network User's commercial imbalance. At the same time the Company undertakes to deliver the natural gas to the Network User or the adjacent System Operator acting on behalf of the Network User's shipper pair at the exit/interconnection point in compliance with the Interconnection Agreement for the given exit/interconnection point in force, provided that the quality of the natural gas injected for export or cross border delivery purposes meets the parameters regulated by the Interconnection Agreement for the given exit/interconnection point in force.

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

2.1.1.2.5 Delivery of natural gas of off-spec quality

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

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

2.1.1.3 Procedure concerning irregular operations

The Company shall cease irregular operation and restore regular operation as soon as reasonably practicable, acting as a diligent operator. Under standard road and weather conditions the period of non-standard operating conditions may not exceed 6 hours per occasion with reference to the MIN2-MAX2 value range of the delivery pressure, and 24 hours in respect of the delivery temperature.

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

2.1.1.4 Operational order of the use of the service

2.1.1.4.1 Nomination

At the entry and exit points specified in the Network Usage Contract, the Network User may submit nominations on the Information Platform in accordance with the relevant clauses of the OBC.

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

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

2.1.1.4.2 Conditions and rules of using single-sided nomination service

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

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

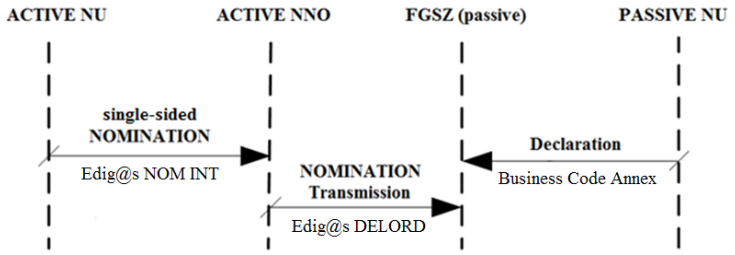
Regarding a given network point, the Company provides information about the possibility of single-sided nominations and the actual role of participating Network Users on the Company's webpage as well as in the Special Contractual Terms and Conditions.

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

The domestic Network User (passive NU) who does not intend to submit its nomination directly to the Company, may assign the System Operator (active NNO) related to the Company to transmit the nomination submitted by its appointed shipper-pair (active NU) to the Company (passive NNO). In this case, the passive Network User is obliged to provide a declaration on a single occasion in Annex No. 3 to the present GTC 4.d, to the Company before the single-sided nomination is submitted, indicating that the Company shall accept the nomination transmitted by the active NNO. The declaration shall include the network point, the name of the shipper-pairs and the validity date. The Company checks the existence of the declaration during nomination-processing; in its absence, the single-sided nomination shall not be accepted and it shall not be registered in the

capacity portfolio of the Network User concerned. The Company only accepts single-sided nomination that relates to the shipper pair, network point and time period the declaration was made of. If the level of nominations received by the Company as single-sided nomination exceeds the level of capacities that can be nominated for, the nomination shall not be accepted.

Figure1

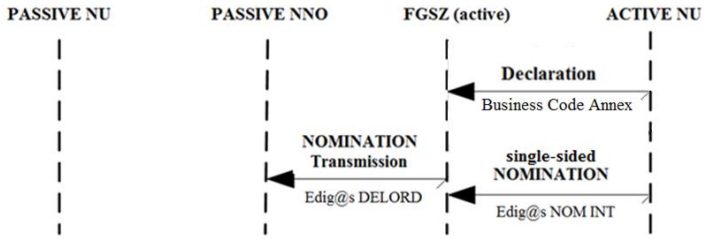


In case its network usage right is suspended, the Network User cannot submit a declaration and the Company regards the declaration already submitted suspended.

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

The Company (Active NNO) transmits the single-sided nomination submitted to the Information Platform to the adjacent System Operator (passive NNO). In this case, the active Network User is obliged to provide a declaration on a single occasion in Annex No. 3 to the present GTC 4.d, to the Company before the single-sided nomination is submitted, indicating that the Company may transmit the single-sided nomination submitted for the given network point to the passive NNO. The Company verifies the presence of the declaration in the processing of nominations; failing this, the Company does not transmit the single-sided nomination to the NNO. The Company only transmits single-sided nomination that relates to the shipper pair, network point and period the declaration was made of.

Figure2



2.1.1.4.3 Interruption

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

The possible causes of interruption include – among others – the quality of the natural gas, the pressure, the temperature, the manner of flow, the application of firm contracts, maintenance, flow restrictions applied in different directions, public service obligations, and the capacity decrease resulting from the application of congestion management procedures.

2.1.1.4.4 Network balancing conditions

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

In the event of a breach of the conditions of daily gas distribution, the Network User shall pay the nomination difference surcharge specified in the Decree No. 11/2016. (XI. 14.) of the Chairman of the Authority (hereinafter referred as Price Application Decree) on the rules of applying network usage fees, specific fees and connection fees.

2.1.1.4.5 Maintenance of the natural gas transmission network

For the sake of the natural gas transmission network's operation, the Company shall continuously ensure the operational safety and maintenance of the natural gas transmission pipeline. For that purpose, based on the respective provisions of the Implementation Decree, the Company shall be entitled to perform maintenance, involving gas interruption. The Company shall also be entitled to perform transactions that would temporarily reduce the capacity of the natural gas transmission pipeline. In such cases the Company shall publish the planned shutdowns or the availability of reduced capacities at its Internet website at least 15 days – with regard to scheduled preventive maintenance at least 42 days – prior to the commencement of the works, by also providing the period and date thereof.

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

2.1.1.4.6 Management of capacity overrun

If the Network User has used available capacities in excess of the capacity booked by it +1%, then the Network User shall pay a capacity overrun surcharge for the entire rate of the overrun. Accordingly, based on the Price Application Decree, the Company shall be entitled to invoice a surcharge in respect of the entry and exit points, which shall be paid by the Network User.

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

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

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

2.1.1.5 Cooperation between the Contracting Parties in the event of limitations and outages

2.1.1.5.1 Limitation

The ordering, implementation and coordination of the limitation is governed by the GSA, Government Decree No. 399/2023 (VIII. 24.) on measures to preserve the security of natural gas supply and according to the relevant regulations of the OBC.

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

The limitation of Network Users shall take place based on the Government Decree 399/2023 (VIII. 24.) and the OBC.

Furthermore, the Network User shall immediately notify the Company in writing of any changes to the data contained in Annex 4 of the Network Usage Framework Contract. In the event of any change, the new Annex 4 containing the new data shall automatically become part of the Network Usage Framework Contract without any separate amendment to that.

2.1.1.5.2 Outage

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

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

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

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

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

2.1.1.6 Qualitative and quantitative measurement of natural gas

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

2.1.1.6.1 Measurement at the entry and exit points

The quantity of natural gas shall be determined at the entry and exit points at 15 ^{o}C (in m^3).

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

Definition of energy quantity pertaining to one gas day:

- The energy content of the natural gas of the transmission network regarding a given daily clearing period shall be determined by the Company as follows: multiplying the gas volume of

  0°C calculated from the given daily volumes with normal condition and the given hourly average calorific value with the reference temperature of 25/0°C, expressed in kWh, summarising the energy quantity of 24 hours, rounded to the proper integer in accordance with the rounding rules.

- Under certain technical conditions, the energy content of natural gas regarding a given daily clearing period is determined by multiplying the measured volume flow rate of 0°C by the measured combustion heat of 25/0°C, integrating the flow generated in the flow computers. In this case, the Company shall consider the previous day's energy counter value read from the calculator after the closing of the gas day as the daily energy content.

The gas day's weighted quality average values are determined by the Company from data originated from the chromatographs or those quality data calculated through hydraulic modelling. The gas day's weighted quality average values shall be determined by the OTR system on the basis of the hourly quantities of the settlement points and the hourly average data as described above by the hourly association.

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

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

2.1.1.6.2 Measurement at the cross-border entry and exit points between transmission networks

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

The Company shall publish the conditions applicable to Network Users of the Interconnection Agreements concluded with the adjacent System Operators.

2.1.1.6.3 Management of measurement errors and measurement differences

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

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

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

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

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

2.1.1.7 Allocation and clearing of natural gas

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

2.1.1.8 Odourisation of the natural gas

At the transfer/receipt points set out in Section 1(1)(a)(aaa) of the Price Application Decree, the Company shall transfer the natural gas to the Network User in odourised form, in accordance with the provisions of the MSZ ISO/TS 16922 standard.

2.1.2 Capacity booking

2.1.2.1 Specification and publication of the available capacity of the natural gas transmission system per entry/exit point

The Company shall perform the determination and publication of the available capacity of the natural gas transmission system in accordance with those set out in the OBC.

2.1.2.2 Primary capacity booking

Under the Network Usage Contract, the Network User shall be entitled to book capacity products on the CBP for a long term, a quarter, a month, a day, or within the day, in accordance with those set out in the CBP's Operational Regulation and the Network User's Membership Agreement.

2.1.2.3 Secondary capacity trade (transfer of usage rights)

The Network User may engage in secondary capacity trading based on the Network Usage Contract concluded with the Company.

Subject to the conditions listed below, the Network User shall be entitled to transfer – in full or in part – the right of use of the capacity available to it based on the Confirmation of the Specific Transaction and/or assume the right of use of the capacity of other Network Users in accordance with the Network Usage Contract, the OBC and the CBP Operational Regulation.

The secondary capacity transfer/takeover transaction (hereinafter referred to as: 'Transaction') shall take place if and when the transferring Network User and the Network User taking over mutually declare their transfer/takeover intention on the CBP, and the Company approves it.

The detailed conditions of the Transaction between the transferring Network User and the Network User taking over are regulated in the capacity purchase (sale and purchase) contract concluded between them, which may not set out obligations for the Company other than fulfilling the conditions set out in the Confirmation of the Specific Transaction.

2.1.2.3.1 Conditions of conclusion of the Transaction

The transfer of the right of use of capacity shall be possible for the period of use of the capacity product specified in the Confirmation of the Specific Transaction.

Both the Network User transferring the capacity and the Network User taking over it shall have a valid and effective Network Usage Contract during the capacity transfer transaction and the entire period of the capacity transferred.

If the capacity product is bundled, the Network User expressly accepts that the use of the booked capacity cannot be separated from the use of the other half of the bundled capacity product, and the secondary transfer of the bundled capacity is only possible with the simultaneous transfer of the bundled capacity product to the same transferee, during which the bundled capacity product may only be divided in terms of quantity, without violating its bundled nature.

The outcome and content of the Transaction is available on the Information Platform.

No electronically-signed pdf-format Confirmation of the Specific Transaction shall be issued regarding the outcome of secondary capacity transactions.

2.1.2.3.2 Rules of use of the capacity during the term of the Transaction

If the transferor has already made a nomination for the capacity to be transferred for the period of the transfer, the transferring party shall renominate after the completion of the transfer.

The Network User that made the primary booking of the capacity shall pay the transmission capacity fee and the auction fee to the Company within the deadline set out in the invoice relating thereto, issued based on the Confirmation of the Specific Transaction. Accordingly, the Network User taking over the capacity will not pay transmission capacity fee to the Company with regard to the capacities taken over in the scope of the Transaction.

With regard to the use of the capacity transferred/taken over, the parties shall act as if the Network User taking over had booked it at the Company.

Accordingly, the Network User taking over shall pay to the Company the fees and surcharges incurred in the course of use of the capacity based on the accounts prepared by the Company in accordance with the OBC, such as:

- the volume fee set out in the relevant decision of the Authority,
- the odourisation fee set out in the relevant decision of the Authority,
- the capacity overrun surcharge determined in accordance with the rules set out in the Price Application Decree and the OBC,
- the nomination difference charge at the rate set out in the Price Application Decree and determined based on the rules set out in the OBC.

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

Capacity overruns shall be determined in view of the sum of the capacities transferred and taken over.

2.1.2.3.3 Special rules of the anonymous capacity market

In the scope of the secondary capacity trade, the Network User shall also be entitled to sell its capacity anonymously.

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

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

2.1.2.4 mFRR capacity booking

In accordance with the Price Application Decree, a power plant having mFRR capacity shall be entitled to use ex-post daily capacity in possession of the required authority certificate. Our Company provides exemption from capacity overrun and nomination difference surcharges for power plants having mFRR capacity.

2.1.3 Clearing of balancing natural gas

The Network User shall be obliged to maintain commercial balance in accordance with the relevant provisions of the GSA. Where the Network User's natural gas input and actual consumption within a gas day do not match, the Network User shall settle its commercial imbalance position at the end of the gas day concerned fully with the Central Counterparty based on the data delivered daily to the Central Counterparty, pursuant to the GSA, the OBC, the contract concluded with the Central Counterparty and the Central Counterparty's General Business Code.

The Network User authorises the Company the hand over the data concerning the Network User necessary for operation of the clearing system related to the daily clearing of commercial imbalance positions to the Central Counterparty on a daily basis. Within this framework and for the purpose of gas balancing settlement as well as comprehensive risk assessment related to balancing settlement the Network User shall provide the Central Counterparty with daily balance

position as well as allocated quantity of the daily entry and exit aggregated allocated quantity after closure of the given gas day on every bank day by 16:00.

If the total amount of natural gas taken off from the natural gas transmission system by the Network User in a given gas day exceeds the total amount of gas entered into it thereby, balance shall be restored by using balancing natural gas, which the Network User shall purchase from the Central Counterparty at the marginal purchase price calculated for the gas day concerned, determined based on the body of the Company's Business Code.

If the total amount of natural gas taken off from the natural gas transmission system by the Network User in a given gas day is less than the total amount of gas entered into it thereby, then the Network User shall sell the amount matching the source/consumption difference to the Central Counterparty at the marginal selling price calculated for the gas day concerned, determined based on the body of the Company's Business Code.

The Network User shall clear the entire amount of gas matching its commercial imbalance position at the end of the gas day concerned with the Central Counterparty in the scope of an

automatic balancing gas transaction. The Network User's daily commercial imbalance position shall be determined in accordance with the provisions of the OBC.

In the scope of the automatic balancing gas transaction:

i) After each gas day, the Company shall deliver to the Central Counterparty the net balancing position of the Network Users that arose in the natural gas transmission system for the gas day, at the latest by 4 pm;
ii) in the case of a balance position with resource surplus, the Network User shall sell the appropriate amount of natural gas to the Central Counterparty at the marginal selling price applicable to the day concerned, and
iii) in the case of a balance position with resource deficit, the Network User shall buy the appropriate amount of natural gas to the Central Counterparty at the marginal purchase price applicable to the day concerned.

The Central Counterparty shall clear the accrued balance of all balancing gas transactions concluded by it per day and per member in the following manner:

i) the amount of natural gas matching the aggregate resource surplus shall be sold by the Central Counterparty and purchased by the Company at the marginal selling price for the day concerned, or
ii) the amount of natural gas matching the aggregate resource deficit shall be purchased by the Central Counterparty and sold by the Company at the marginal purchase price for the day concerned.

After the daily clearing completed in the above manner, the aggregate balancing gas position of the Central Counterparty measured both in energy content and value shall be zero.

In the course of the clearing for the gas day concerned, the Company shall provide to the Central Counterparty the amount of the sales margin realised via the sale of balancing natural gas calculated based on the OBC and its costs incurred in connection with the balancing measures, broken down by Network User.

The Company shall not charge a separate fee to the Network User for its data generation and data transmission activity constituting the basis of clearing of balancing natural gas. The Network

User shall pay the fee and other costs related to the clearing of the balancing natural gas determined based on its contract(s) concluded with the Central Counterparty.

The manner of determining the price of balancing natural gas is set out in the body of the Company's Business Code.

The Central Counterparty shall issue an electronic protocol regarding the clearing of the gas day. The protocol is available at the address Information Platform (fgsz.hu). The issue of invoices concerning the clearing of commercial balance shall be performed by the Central Counterparty upon the mandate of the Network User, in accordance with those set out in our General Business Code.

In case of the emergency level is declared - provided the Trading Platform and the organised natural gas market are suspended - over the duration thereof the balancing gas shall be settled directly between the Company and the Network User without the involvement of the Central Counterparty.

Over the period of the declared emergence level the Company shall issue a protocol for the Network Users on each gas day. The protocol shall include the quantity of the balancing gas settled on the gas day, the unit price thereof and the neutrality charge (particularly the margin realized on the balancing gas settlement and the costs related to the respective balacing measures).

2.1.4 Title transfer (management of transaction notifications)

The Company provides title transfer service based on the Network User's specific request, in the course of which, the Company transfers the title of a specific amount of natural gas at a virtual or physical point of the natural gas transmission system specified by the Network User to the partner designated by the Network User.

Network Users having natural gas transported through Hungary or having natural gas stored in Hungary in the scope of a subcontract may not use this service. Users and natural gas producers acting in their own right may only use the title transfer service to the extent of their own use/production.

Network Users may transfer the title of natural gas to each other without transit through the network points.

The given request for use of the specific title transfer service shall besubmitted to the Company via a transaction notification concerning the transaction between the two Network Users, by recording the transaction notification on the Information Platform. Notifications may be submitted, deleted or marked for withdrawal 60 days prior to the relevant gas day, 6 am, and until the last nomination cycle of the relevant gas day. A notification will only be calculated into the balance of the capacity portfolio if both the transferor (seller) Network User and the receiving (buyer) Network User recorded the transaction with identical content; in case of mismatch the smaller amount shall be recorded into both portfolios. All quantities contained in paired transaction notifications will be allocated in the capacity portfolio of the Network Users concerned.

2.1.5 Other basic services

2.1.5.1 Use of the Information Platform

The Company shall provide access to the Information Platform for the Network User. In this scope, the Network User shall be entitled to use the IT services specified in the OBC, including in

particular to access the information concerning the Network User processed by the Company in a competence-based manner, and to perform the Network User's data supply obligations under the OBC.

The Network User shall be entitled to use the following IT services specified in the OBC based on a valid and effective Network Usage Contract:

- viewing own master data, managing users,
- submitting, viewing and modifying nominations, renominations and transaction notices, capacity booking via overnomination,
- viewing data communications concerning allocation and clearing,
- viewing daily operative tasks,
- viewing coverage,
- viewing capacity transactions,
- viewing contracts,
- modifying capacity booking.

2.1.5.1.1 General rules

The Company shall fulfil its general data supply obligations relating to services related to information society at its official website (www.fgsz.hu). The uploading and retrieval of the data (hereinafter referred to as: 'transactions') shall be recorded by electronic means, and the Network User shall also receive itemised information thereon by electronic means.

The services of the Information Platform are available in the Hungarian and English language.

In the case of a failure of the Information Platform impacting availability or a failure of the Network User's IT system, the means of the data supply to be performed by the Network User shall be determined by the Company in accordance with those set out in the OBC.

Data entry errors can be checked and corrected prior to pressing the SAVE button on the data entry interfaces. By pressing the SAVE button, the Network User confirms and authenticates its intention to enter the data.

The Network User will receive feedback regarding the outcome of the operations initiated by it on the Information Platform and its business modules in a direct or indirect manner, as specified in the 'Help' section.

The Company does not consent to the use of the data originating from the Information Platform for the control of direct, real-time technological processes or the sale of such data, and the Company shall not be liable for any damage resulting therefrom.

The Company fulfills its data provision obligation regulated by the relevant section of the OBC on the Information Platform.

The Network User may make customer complaints concerning the operation of the Information Platform (which does not constitute the reporting of technical errors in a regulate manner) in accordance with those set out in the Business Code.

2.1.5.1.2 Rights and obligations of Company

The Company shall provide IT services to the Network User under the terms set out in these GTC No 4.d, in the manner and with the content set out in the OBC.

The Company shall be entitled to revoke the Network User's access in accordance with the OBC, in the cases specified there. At the same time, the Network User shall fulfil its data supply obligation towards the Company.

The Company shall keep its documents concerning the management of the Information Platform prepared for the users up to date, and make them available to the users authorised to access them in the 'help' section of the Information Platform.

The Company shall investigate any failures and irregularities, and take any measures necessary (in particular, correct any errors).

The Company shall be entitled to complete alterations, repairs and developments concerning its IT system in a scheduled manner.

The Company shall be entitled to develop, operate and supervise the Information Platform on its IT system, including in particular the following:

- Changing the mode of operation of IT assets, using reserve assets – including switching to the reserve centre,
- Shutdown in a planned manner – for maintenance/development,
- Ad-hoc shutdown – for troubleshooting or repair,
- Permanent suspension of public access to system components used for testing.

The Company shall ensure operation in a manner that the services of the live system are accessible. In cases where the entire system or certain services are unavailable or available only in part, it shall inform the Network User thereof, including the expected duration of suspension of the services. In the case of planned works (if the duration of outage of the services exceeds 20 minutes), it shall provide the above information 3 business days in advance.

The Company shall save the data of the Information Platform and check them in accordance with those set out in the OBC, as well as provide access thereto in a regulated manner to the Authority as necessary.

The Company may only use the Network User's data for purposes related to the performance of the Network Usage Contract, and may only transfer such data in accordance with the Network Usage Contract and these GTC 4.d.

The Company, as LIO, upon the request of a person specified in the relevant annex to the Network Usage Contract or registered on the official website of the Company on behalf of the Network User, shall be entitled to designate a partner-type (X) EIC code and POD interval, accept EIC code activation and code reactivation requests, and act in accordance with the guidelines published by the CIO with regard to the energy industry codes kept on record by it.

2.1.5.1.3 The Network User's rights and obligations in relation to the use of the Information Platform

The Network User shall operate an IT system that is appropriate for processing the data provided on the Company's Information Platform and performing its data supply obligations under the OBC.

The Network User shall be entitled to access the documents relating to the operation of the Information Platform prepared for the users, and shall use the services in the manner set out in these documents. The documents are available at the following link: FGSZ - User Manual.

The Network User shall report any error or irregularity detected by it to the Company's contact persons specified in the relevant annex to the Network Usage Contract without delay. The reports shall be made with such regularity that allows for the clear identification of the error or irregularity.

The Network User shall send notice of any change in its data disclosed in the scope of requesting access to use of the services without delay, but at the latest within 5 business days. The Company shall not be liable for any damage resulting from any failure or delay of such data provision.

The Network User shall treat the identification procedures, data, passwords, codes and certificates necessary for using the services as confidential information, and may not disclose them to third parties, and shall ensure the availability of a valid copy of the certificate meeting the requirements set out in the document titled FGSZ - User Manual , as well as complete the procedure necessary for obtaining or renewing such document as necessary therefor.

The Network User entitled to use the Information Platform shall cooperate in identifying and eliminating irregularities in operation.

In the scope of the Network Usage Contract, the Network User shall be entitled to specify the person entitled to recording, deactivation and reactivation in relation to EIC code and POD code interval management, and based on that, shall be entitled to request an EIC code without further registration and provide for the deactivation and reactivation of codes issued for the Network User earlier.

The Network User shall be entitled to request the development of new functions of the Information Platform or the modification of existing functions.

The Network User may submit its change request in writing, via the Company's electronic platform used for reporting incidents of the registered users and services delays (ticket management system: https://fgsz.topdesk.net).

The Company shall examine the change request, and provide information to the requesting Network User in writing regarding the feasibility, manner, time requirement and costs of the change request, and where it is feasible, also the manner of placing the order. Upon learning these information, the Network User can decide whether it wishes to order the completion of the change request from the Company.

The costs of completion of the change request shall be borne solely by the Network User that ordered it. The Company and the Network User making the request shall agree regarding the detailed conditions in a separate contract.

2.1.5.1.4 Special liability rules concerning the use of the Information Platform

The Network User acknowledges that it has to assess any risks related to the use of the Information Platform itself, and it has to ensure the safe use of the IT system operated by it and the protection of the data stored thereon. The Parties agree that the Company shall not be liable for breach of contract, except for damages caused wilfully, by gross negligence or via a criminal offence.

The Company shall not be liable for any damages resulting from force majeure or any other event beyond its control.

The Network User acknowledges that the Company excludes its liability for damages

- resulting from the use or failure of the Information Platform,
- resulting from any delay in the transmission of information,
- caused by viruses,
- resulting from errors of the software, failures of the internet network or other technical errors,
- resulting from line or system failures

provided that the Company acted with the utmost care and diligence to prevent such incidents and, has taken all possible IT security measures, applies modern IT security tools in order to avoid the occurrence of those kind of events.

The Network User shall be fully liable for the consequences of any operation completed based on the default privileges provided by the applications of the Information Platform or the user privileges modified by it.

Any attempt to use the service without appropriate user identification or by using inappropriate technology shall be considered as improper, and therefore unauthorised. This includes the application clearly ‘hostile’ flooding techniques and break-in attempts.

The Company shall be entitled to take measures for protecting the IT system and maintaining the continuous operation of the services provided to compliant Network Users, in accordance with those set out in the OBC and its Business Code. In this scope, the Company shall be entitled to temporarily ban or block the operation of sources of transactions jeopardising the operation of the system.

2.1.5.1.5 Handling Network Users banned from access

The rules of denying and suspending access to the Information Platform are set out in the OBC.

The Network User shall fulfil its data supply obligations at the same times and with the same data content even after being banned from accessing the Information Platform. In these cases, the data shall be delivered as .xls files, and the Network User shall send them to the email address specified by the Company via email, subject to the substantive and formal requirements specified by the Company.

The Company shall fulfil its data provision obligations via emails sent to the email address of the contact person specified in the Network User’s Network Usage Contract.

2.1.5.1.6 Copyrights relating to the Information Platform

The system of information technology assets guaranteeing the operation of the Information Platform (and not only the Application itself) is copyrighted. The contents displayed on the Information Platform or any part thereof may only be used in any manner, printed, reproduced, displayed publicly, disseminated, stored, transfered or used for public or commercial purposes for any other purpose or to any other extent than own use subject to the Company's prior written consent.

2.1.5.1.7 Announcement of the times of system maintenances of the Information Platform

The Company shall publish any announcements concerning any modification or maintenance of the Information Platform at the following link: FGSZ - Information Platform.
The Information Platform is available via the internet, at the addresses published at the following URL: FGSZ - Presentation, Accessibility of Applications

2.1.5.1.8 Documentation system

The technical documentation relating to use of the system are as follows:

- Information Platform Help
- IP server-to-server connection documentations

2.1.5.1.9 Technical conditions of access

The Company only accepts certificates meeting the requirements set out in the document available at the FGSZ - Authentication requirements URL, issued by a certification company registered and qualified by the competent authority of the country concerned.

Identification takes place by using a certificate issued by a certificate provider company and providing electronic identification rights, the data concerning which shall be provided by the Network User to the Company at the latest by the time of signing of the Network Usage Contract.

The mandatory substantive elements of the form shall be determined by the Company, and it will only be accepted if it is substantively and formally appropriate.

2.1.5.1.10 Infrastructure on the Network User's side

Access to the Information Platform requires the certified availability of the assets and techniques set out in the OBC, but at least a version of the Microsoft Windows 10 operational system, Microsoft Office and browser (Edge or Chrome) not older then 3 years.

The Company reserves the right to switch to new modern technologies.

2.1.5.2 Representation of the interconnected natural gas system in international professional organisations

In accordance with those set out in the GSA, the Company participates in the work of The European Network of Transmission System Operators for Gas (ENTSOG) as per EU Regulation 2024/1789 and other international organisations, in the course of which, it shall represent the country's interests and the approved 10-year developmentv plan.

2.1.5.3 Data provision in relation to the basic services

Our company fulfils the data provision obligation related to the operative operation of the interconnected natural gas system under the conditions set out in the GSA, the Implementation Decree, the other laws, the decisions of the Authority and the OBC.

2.2 General conditions of optional services and the use thereof

2.2.1 Optional services

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

The use of the optional services shall be possible by conclusion of the relevant Network Usage Framework Contract constituting an annex to the Business Code, in compliance with the conditions of the Business Code and the payment of the fee applicable to the optional services set out in the Annex 2 of the Business Code.

2.2.1.1 Registration fee for non-binding demand application for incremental capacity

According to the chapter V. of the CAM NC the Company applies a registration fee associated with non-binding demand application for incremental capacity in compliance with CAM NC article 26, point 11.

The amount of the registration charges, application rules and payment conditions are stipulated in the Annex 2 of the Business Code.

2.2.1.2 Linepack Flexibility Service (LPFS)

Based on the Network User's request, the Company provides a flexibility service by providing a gas quantity not necessary for the execution of the delivery tasks of the given gas day and set aside for this purpose that Network Users can use in order to settle their balancing portfolio.

The terms and fees for using the flexibility service are contained in Annex 2 of the Business Code.

3. Contract conclusion

The Network User shall only be entitled to use the services provided by the Company within the scope of the latter’s licensable activities in the case of a valid and effective Network Usage Contract concluded with the Company. The Network Usage Contract can also be concluded by placing a valid electronic signature with a qualified certificate.

By signing the Network Usage Contract, each contracting Party represents that it is a registered and lawfully operating economic operator not subject to a bankruptcy or winding up proceeding and there is no pending or threatened court or other proceeding or there are no international sanctions measures against that jeopardises the performance of the concluded contract. The Contracting Parties shall immediately, but no later than within 3 working days, notify each other in written form in case of any changes in the circumstances listed above.

The conclusion and continuous effect of the Network Usage Contract shall be a prerequisite to capacity booking.

The Network User shall be entitled to book available network point capacities published at the Company's website at the CBP and within the scope of the preliminary capacity assessment, booking and sales (Open Season) procedure or alternative allocation mechanism.

Capacity booking contracts, Confirmation of the Specific Transaction electronically generated as a result of auctions and other confirmation of the specific capacity booking transactions shall be valid in conjunction with the Business Code, these GTC 4.d and the Network Usage Framework Contract.

3.1. Special provisions related to incremental capacity

Incremental capacity as per CAM NC shall be offered either as a standard bundled product in accordance with the provisions of CAM NC Section 29 at the given interconnector points in the course of annually advertised capacity auctions or within the scope of the alternative allocation mechanism as per CAM NC Section 30, in accordance with with the Rulebook.

In case of an incremental capacity project to be carried out jointly with a third country, incremental capacity shall be offered as stated in the Rulebook.

If incremental capacity auctions take place on the CBP, the Network User shall conclude a CBP Membership Agreement with the CBP Operator in order to participate in the auction.

The conditions and procedure of participation in the incremental capacity auction / alternative allocation mechanism shall be described in the Rulebook of the given procedure.

In case of successful participation in the incremental capacity auction / alternative allocation mechanism, a incremental capacity booking contract shall be concluded between the Network User and the Company, on the basis of the sample contract published in the Rulebook.

If capacity is booked under the incremental capacity process, the payable fee shall be determined on the basis of the applicable network usage fee published by the Authority and amended from time to time , and the additional fee (supplement) (hereinafter "additional fee" or "supplement") determined in accordance with the conditions and rates specified in the Rulebook. In addition to the transmission capacity fee defined in the relevant decision of the Authority, the Company shall be entitled to invoice the Network User for an additional fee that is determined on the basis of the Rulebook and set out in the capacity booking contract concluded under the incremental capacity process and the Network User shall pay the above-mentioned additional fee.

3.2. Amendment and termination of the Network Usage Contract

3.2.1. Amendment of the Network Usage Contract

3.2.1.1. The basic rules of contract amendment

The Contracting Parties shall only amend the Network Usage Contract by mutual consent in writing in a document signed by their duly authorised representatives.

The Contracting Parties shall only be entitled to amend the electronic Confirmation of the Specific Transaction by mutual agreement and, as a general rule, by electronic means.

In exceptional cases, it shall be possible to amend individual transactions in printed form, in the event of changes that cannot be made via the Information Platform.

During the term of the Network Usage Contract, any changes to the relevant legislation in force or the regulations approved by the Authority shall be applied to the Network Usage Contract as of the effective date specified by law or in the Authority's decision granting approval and any changes in the GTC 4.d approved by the Authority shall apply to the Network Usage Contract without any special modification of the latter as of the effective date stipulated by the GTC 4.d.

If the decision of the Authority approving the amendments does not specify the effective date of the GTC 4.d amendment, it shall take effect on the date when the decision of the Authority becomes final and binding.

Any changes in the data of Contracting Parties recorded in the Company Register – in particular changes in their seats, representatives, bank account numbers and, furthermore, changes in the data of organisation and contact persons proceeding during contract conclusion and performance – shall not qualify as contract modifications. Similarly, no change in the technical manner of fulfilling contractual obligations shall constitute amendment to the contract, provided that contractual performance shall remain unaffected thereby. The contracting Party concerned shall advise the other Party without delay and, if possible, in advance of said changes; failing that, the defaulting Party shall be held liable for any and all damage arising from such failure.

Modification of the already allocated capacity due to customer migration, capacity transfer or capacity conversion shall entail amendment of the contract.

The Network User shall report its change request arising from customer migration at the Information Platform, as specified in Section 3.2.1.2.3 of these GTC 4.d.

The Network User shall report its change request arising from capacity transfer at the Information Platform, as specified in Section 3.2.1.2.2 of these GTC 4.d.

The Network User shall submit its capacity conversion request pursuant to Section 3.2.1.2.1 of the present GTC 4.d.

3.2.1.2. Special cases of contract amendment

3.2.1.2.1. Capacity conversion procedure

For capacity conversion, the Network User shall have a valid and effective Network Usage Framework Contract for the entire period affected by capacity conversion and interconnector point.

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

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

If the service is used, only fees related to the unbundled capacity booking (capacity fee, auction fee) and the potential auction fee of the bundled capacity booking shall be paid for the volume and duration of the converted capacity. The capacity fee of the bundled capacity booking shall not be paid for the volume of the conversion and the period of the capacity conversion.

The request for capacity conversion shall be submitted on the CBP within 3 business days following the closing of the relevant bundled capacity auction. In case of submission of an incomplete or incorrectly completed request, the CBP shall send an error message. As soon as the correctly completed request is received, a

confirmation of the specific capacity booking transaction on the relevant transaction shall be generated on the Information Platform.

3.2.1.2.2. Transfer of the booked capacity

Network Users have the opportunity to transfer their booked long-term, quarterly and monthly capacity in part or in full to another Network User on the basis of the agreement between the Network Users involved in the capacity transfer. In the event of a capacity transfer, both Network Users concerned by the transaction shall have Network Usage Framework Contract, , for the entire period of the transfer, i.e. from the request to the entry into force of the transfer (contract amendment). Within the scope of the transferred capacity, the receiving Network User shall also fully comply with the contractual requirements applicable to the transferring Network User, in particular the rules of the required financial securities. If the receiving Network User does not meet these requirements, the Company is entitled to reject the the capacity transfer request.

After acceptance by the Company, the capacity transfer request shall be considered as the receiving Network User’s booked capacity. The receiving Network User shall pay the transmission capacity fee and the auction fee from the entry into force of the capacity transfer. Capacity overrun is determined by taking account of the transferred capacities.

The capacity transfer shall be effective from the 1st day of the following month until the end of the usage period of the transferred capacity. Capacity transfer shall be requested by no later than the beginning of the 4th business day prior to the entry into force of the transfer. Where the Network User booked the capacity intended to be transferred under the capacity transfer with an auction premium, and this also results in the termination of the Network User's contract booking primary capacity for the given point, then the full auction premium shall be recorded when the transaction is initiated, otherwise the auction premium shall be transferred as agreed by the two Network Users. The part of the auction fee transferred under the agreement shall paid by the receiving Network User, while the part not transferred shall still be paid to the Company by the transferring Network User.

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

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

3.2.1.2.3 Procedure concerning customer migration

During the gas year, there shall be possibility to modify the conctracted long-term capacities due to the Users' customer migration. After acceptance by the Company, the capacity change request shall be considered contracted (booked) capacity for the receiving Network User.

Contract amendments due to customer migration shall be notified on the Capacity Management/Consumer Migration Management interface of the Information Platform of the Company, by not later than 21 days prior to the planned customer migration. If the Network User has booked the capacity intended to be transferred under customer migration at an auction premium and this also results in the termination of the Network User's contract booking primary capacity for the given point, the full auction premium shall be recorded when the transaction is initiated, otherwise the auction premium shall be transferred as agreed by the two Network Users. The part of the auction fee transferred under the agreement shall be paid by the receiving Network User, while the part not transferred shall continue to be paid to the Company by the transferring Network User.

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

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

If the request for contract amendment complies with the provisions of the Gas Supply Act/Implementation Decree/OBC, the Company shall amend the contract electronically based on the notified amendments. The Information Platform shall send a system message to the Network User about the execution and availability of the electronic contract amendment. The contract amendment shall take effect on the 1st day of the following month.

3.2.1.3. Termination of Network Usage Contract

The Network Usage Contract is terminated if

- Either Contracting Party is dissolved without a legal successor,
- the Network User does not meet the validity criteria during 90 days of the properly executed Network Usage Contract, thus the Network Usage Contract becomes terminated on 91st day starting from the signing of the Contract
- in case of suspension of the Network Usage Contract, after the 90 days suspension period is expired, the termination takes place on the 91st day
- the deadline specified in the Network Usage Contract expires,
- the Network User withdraws from the fix-term contract (individual capacity booking transaction) as described in Section 6.3.3. of the present GTC 4. d. the Company terminates the Contract in accordance with the Section 6.3.2. of the present GTC 4. d.
- the Network User terminates the Contract in accordance with the Section 6.3.3. of the present GTC.

4. Communication and flow of information

The contact detail options are provided in the corresponding annex of the Network Usage Contract.

The Contracting Parties shall immediately notify each other of any change in the contact details – with special regard to the Company's System Operation and Balance Maintenance (System Operator Centre) and the Network User's on call contact details –; moreover, the Network User undertakes to record and keep up-to-date its contact persons and their deputies under the administrative menu item of the Information Platform (Framework Contract, to be notified in case of operative issues and restriction), as well as their contact details (e-mail, mobile phone number, fax number, address).

Language of communication: Hungarian or English.

Mail, fax, e-mail and phone contacts shall also be maintained both during and outside of working hours for the purpose of verbal/data related contact, in order to ensure bilateral exchange of information and in order to comply with the tasks specified in the OBC. The Contracting Parties shall notify each other of any personal, contact related changes in respect of their operations – concerning their communication – by no later than on the business day preceding day of such change.
The flow of data shall take place in accordance with the OBC, with the contents and technology specified therein.

The rules for the use of the Information Platform are made available at the Company's website www.fgsz.hu.

The rules for the use of the CBP are available at the RBP Portal (https://ipnew.rbp.eu/RBP.eu/).

5. Fee, invoicing, payment terms

The Company provides basic services for network usage fee.

The Network User acknowledges that the Company applies the maximum regulated price for the service fees, and the Network User is required to pay the contractual fees determined accordingly.

The network access fee comprises the capacity fee, the volume fee and the odourisation fee.

Beyond the capacity fee, an auction premium is payable in the following cases.

In the event of an incremental capacity booking executed in an incremental capacity procedure, a price supplement shall also be paid (where ordered by the Rulebook).

5.1. Invoicing and payment terms

The Company shall issue its invoices/ settlement documents for the services subject to these GTC 4.d to an amount determined in accordance with the relevant ecision of the Authority, the Price Application Decree, as amended from time to time, the Network Usage Contract and Confirmation of the Specific Transaction/LT Contract/capacity booking contracts concluded as a result of the incremental capacity procedure (rounded off to a full amount in HUF).

The invoices are issued electronically (e-invoice).
As a general rule, the payment deadline indicated on the invoice/document comparable to an invoice shall not be less than 3 business days.

The service fees listed in Section 2 of these GTC 4.d do not include VAT, and the invoice and the document comparable to an invoice are issued in accordance with the provisions of the VAT Act in force at all times, while the settlement document are issued in accordance with the provisions of the Accounting Act in force at all times.

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

If the payment deadline falls on a date that is a banking holiday or public holiday, the payment deadline shall be the first banking day following the given banking holiday or public holiday.

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

Costs related to payment shall be borne by the Party obliged to make payment.

If the amount of the payable fee is not credited to the Company's bank account by the due date, the Company shall be entitled to suspend the performance of the Network Usage Contract – under the procedure specified in Section 6.3.1 – of which the Network User shall be notified.

5.1.1. Clearing of the transmission capacity fee element

5.1.1.1. Fees payable for long-term, quarterly and monthly capacity bookings

In the case of long-term, quarterly and monthly capacity bookings, the Network User shall pay the firm and interruptible transmission capacity fees and the auction fee (hereinafter jointly: “payable fee”) monthly in advance.

The Contracting Parties agree upon a periodical clearing, and the clearing period for long-term, quarterly and monthly capacity booking shall be 1 gas month. The Parties shall determine the date of performance pursuant to Section 58 of the VAT Act in force at all times.

The Network User shall transfer the amount of the invoice to the Company’s bank account so that the amount can be credited by the first day of the clearing period (and the commencement date of natural gas transmission). The invoice shall be sent within 5 business days following the closure of the capacity product’s auction, but not sooner than on the first day of the month preceding the clearing period (gas month).

If the data included in the relevant annexes of the Network Usage Contract (individual transaction confirmation) are changed (at entry and exit points) after the date of issue of the invoice for the relevant month, or if the Network Usage Contract is terminated after its suspension, the Company shall amend the invoice in accordance with the provisions of the VAT Act.

5.1.1.1.1. Calculation of fees payable in advance

- In case of long-term capacity products, the amount of the monthly payable fee shall be the one-twelfth of the sum of the capacity fee and the auction fee. The Confirmation of the Specific Transaction includes the amount of monthly fee payable.

- In case of incremental capacity procedure or alternative allocation mechanism the amount of the monthly fee payable shall be one-twelfth of the sum of the annual capacity fee and auction fee increased by the additional fee (supplement) specified in the Rulebook. In the case of capacities booked in incremental capacity procedure or an alternative allocation mechanism -if it takes place on the CBP platform-, our Company will send a separate additional paper-based document on the additional fee (supplement) payable, in addition to the Confirmation of Specific Transaction containing the applicable capacity fee and auction fee. In the event that capacity is allocated through a paper-based procedure during the alternative allocation mechanism, our Company will send a paper-based document of the capacity fee, the auction fee and the additional fee (mandatory minimum premium).
- In case of quarterly products, the amount of the monthly payable fee shall be the one-third of the quarterly capacity fee. The Confirmation of Specific Transaction includes the monthly amount of the payable fee.
- In case of monthly capacity products, the amount of the monthly fee payable shall be the fee included in the Confirmation of the Specific Transaction.

5.1.1.2. Clearing price, payable fee

The clearing price and the payable fee shall be determined according to the methodology specified in Article VI of the TAR NC and Section 19 of the Price Application Decree.

The electronic Auction Result Confirmation generated on the CBP in the auction process (annex of the CBP Operational Regulation) records the clearing price developed from the reserve price for the capacity booked based on the winning bid and from the auction fee. The clearing price is for information purposes only.

The reserve price in a capacity auction shall mean the transmission capacity fee for the delivery and in-take point concerned, announced upon the auction for the period of capacity use.

The auction fee shall be equal to the product of the reserve price, the auction premium and the booked capacity. The auction fee – in spite of a subsequent change in the transmission capacity fee after the auction – shall not change after the auction is closed.

The Network User winning in the auction shall pay the transmission capacity fee applicable at all times during the capacity use period and the auction fee (“payable fee”) after the capacity granted, corresponding to the the given capacity product. The auction fee shall be paid together with the transmission capacity fee, in line with the schedule corresponding to the given capacity product. The payable fee recorded in the Confirmation of the Specific Transaction shall be modified automatically by the tariff applicable at all times in the capacity use period.

The payable fee shall be recorded in the relevant Confirmation of the Specific Transaction.

For annual, quarterly and monthly capacity products, the Contracting Parties agree upon a periodical clearing, and the clearing period shall be 1 gas month. The Parties shall determine the date of performance pursuant to Section 58 of the VAT Act in force at all times.

5.1.1.3. Fees payable for daily and within-day capacity bookings

5.1.1.3.1. General conditions

For daily and within-day capacity booking, the fee shall be paid by the Network User subsequently, the fees shall be cleared weekly; if the weekly clearing concerns several months, the given amount shall be invoiced in two instalments so that the individual invoices contain fees for the days of only one calendar month each.

For daily and within-day capacity products, the Contracting Parties agree to settle payable fees with each other on a weekly basis and subsequently. The Parties shall determine the date of performance pursuant to Section 58 of the VAT Act in force at all times. The monthly payable fee shall be the sum of the capacity fee and auction fee included in the Confirmation of the Specific Transaction. The Company shall issue the invoice on the fee payable and send it to the Network User not sooner than on the first business day after calendar week concerned, and the Network User agrees to pay the final amount of the invoice by the payment deadline indicated on the invoice. The payment deadline of the invoice shall be the 10th day following the issue date.

5.1.1.3.2. Special conditions of mFRR daily capacity booking

The Company shall, either directly or in cooperation with the relating Network User, provide the possibility for the balancing regulatory service provider holding an official certificate to use the mFRR daily capacity.

The Contracting Parties agree to settle the mFRR daily capacity fees in arrears on a monthly basis. The Parties shall determine the date of performance in accordance with Article 58 of VAT Act currently in force.

The amount of the fee payable shall be the daily capacity fee calculated on the basis of the mFRR capacity requested by the transmission system operator from the given power plant on the electricity transmission network, in accordance with the Price Application Decree.

The Company shall issue and send an invoice no later than the 8th calendar day at the latest after the signature of the relevant Confirmation of the Specific Transaction for the payable mFRR daily capacity fee to the Network User, who undertakes to pay the invoice amount by the due date indicated in the invoice. The due date of the invoice shall be the 10th day following the issue date.

5.1.1.4. Capacity fee for interruptible capacities

The Company shall allow interruptible capacity booking in the manner defined in the OBC. The interruptible capacity fee shall be determined in line with the Price Application Decree currently in force. In case of invoicing interruptible capacities the invoice shall in both cases be issued in line with the invoicing schedule applicable to firm capacity with the same usage period.

As a general rule, the due date of invoice shall be the 15th calendar day following the issue date.

5.1.1.5. Fee payable for capacity booked in incremental capacity procedure

The Network User participating in the incremental capacity procedure shall pay the sum (payable fee) of the capacity fee, the auction fee (depending on the result of the fixed auction) and the additional fee (supplement) determined in accordance with the condition and extent specified in the Rulebook corresponding to the given capacity product for the capacity booked in the procedure.

The supplement shall be paid at the same time as the capacity fee and the auction fee according to the schedule relevant to the given capacity product.

The payable fee shall be recorded in the Confirmation of the Specific Transaction concluded electronically paper-based or and in the accompanying paper-based document in accordance with point 5.1.1.1.1.

With regard to the payable fee for the capacity booked in the incremental capacity procedure, the Contracting Parties agree on periodical settlement, the settlement period shall be 1 gas month. The Parties shall determine the date of performance on the basis of Section 58 of the effective VAT Act amended from time to time.

Based on the Confirmation of the Specific Transaction generated electronically or paper-based , the Rulebook and the invoice sent by the Company, the System User shall be obliged to transfer the fee to the Company's bank account so that it is credited to the Company's bank account by the first day of the settlement period (i.e. by the date on which natural transportation starts). As a general rule, the payment deadline of the invoice / document under consideration with the invoice may not be less than 3 business days.

5.1.2. Clearing of transmission volume fee

The invoicing period shall be one gas month.

The volume fee shall be payable following the current month. The volume fee shall be equal to the quantity delivered by the Company as recorded in the protocol multiplied by the volume fee specified in the relevant decision of the Authority.

The Company shall fulfill its obligation to send monthly clearing protocols by making them available to the Network Users by uploading them to the Information Platform/Browse Reports. The protocols shall thus be available to the Network User at any time and the Contracting Parties shall deem them sent at the time of upload.

The monthly transmission volume fee shall be calculated as follows:

$$FD_{monthly} = \sum Q_{transferred} * SZFD$$

Where:
$\sum Q_{transferred}$: The sum of the quantities of natural gas transferred during the period between 06.00 a.m. of the first day of the current month and 06.00 a.m of the first day of the month following the current month at those points indicated in the Confirmation of the Specific Transaction where the Price Application Decree prescribes the payment of volume fees.

SZFD: Transmission volume fee valid for the gas year (HUF/Mwh).

By the 5th business day of the month following the current month, the Company shall send the Network User a volume fee invoice issued on the basis of the transfer-acceptance protocol containing the daily final allocation.

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

By the 15th day of the calendar month following the gas month, the Company shall prepare a transfer-acceptance protocol adjusted with the data allocated in the re-allocation procedure.

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

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

5.1.3. Clearing of odourisation fee

The Company shall calculate the odorant quantity transferred at the transfer points from the value valid for the odorant injection point as published in the QAR for settlement purposes and specified in accordance with the current period's odourisation norm (ml/em^3); from the daily heat quantity transfer (kWh) at those points indicated in the Confirmation of the Specific Transactions where the Price Application Decree prescribes the payment of an odourisation fee; and from the quantity of natural gas (em^3) calculated on the basis of the average daily combustion heat (kWh/m^3) measured at the given points.

Quantity of transferred odorant (l) = [current odourisation norm (ml/em3) x ∑ daily calculated natural gas quantity: (em^3)] / 1000

For natural gas odourisation, the Company shall charge the Network User an odourisation fee (HUF) calculated with the odourisation unit fee (HUF/l) as per the relevant decision of the Authority for the total sum rounded to the litre of odorant quantities computed to two decimal points at individual transfer points.

Odourisation fee (Ft) = transferred odorant quantity (l) x odourisation unit fee (Ft/l)

The odourisation fee shall be paid monthly in arrears. The monthly fee shall equal the product of the odorant quantity injected by the Company for odourisation (in accordance with the transfer-acceptance protocols on monthly performance prepared on the basis of final daily allocations and signed by the Company) and the odourisation fee laid down in the relevant decision of the Authority.

By the 5th business day of the month following the current month, the Company shall send the invoice on the odourisation fee to the Network User.

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

By the 15th day of the calendar month following the gas month, the Company shall prepare a transfer-acceptance protocol adjusted with the data allocated in the re-allocation procedure.

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

The due date of the adjusted odourisation fee invoices shall be the 15th calendar day following the issue date.

5.1.4. Settlement of the Balancing Gas over the period of a declared emergency level

During declared emergency level the settlement of balancing natural gas is concluded directly with the Company without the assistance of the Central Counterparty.

Imbalance positions of the gas day prior to the first gas day of a declared emergency shall be encountered (settled) and invoiced by the Central Counterparty for the period yet unsettled.

During declared emergency operations of the Trading Platform and the organised natural gas market are suspended, from the time of suspension submitted offers will be deleted, while deals concluded shall be settled between the Trading Platform, the operator of the organised natural gas market and the Central Counterparty.

During the price calculation of balancing natural gas under declared emergency operation levels determined by the OBC the Company does not take into account the effect of deals on price calculation concluded before the declaration of the emergency period but to be performed during the emergency period on the Trading Platform and on the organised natural gas market.

If on the given gas day the amount of gas taken from the gas transmission system by the Network User exceeds the amount of gas it has injected into the system, balance shall be restored by using balancing natural gas which the Network User shall purchase from the Central Counterparty at the marginal purchase price calculated for the gas day concerned, determined based on the body of the Company’s Business Code.

If on the given gas day, the amount of gas taken from the natural gas transmission system by the Network User is less than the amount of gas it has injected into the system, the Network user must sell the amount of difference to the Company on OBC determined, weighted average price individually calculated for the Network User providing the surplus. If the Network User did not insure the selling price of the injected natural gas for the given gas day by entry points but daily volumes result in surplus the difference is sold to The Company on emergency balancing gas price.

The Company publishes normative specific prices and imbalance positions for the given gas day latest by 14:00 the day following respective gas day.

The Company prepares clearing reports in the clearing period related to the closed gas day which is published on the Information Platform latest by 14:00. The report contains the quantity of the balancing gas settled on the gas day, the unit price thereof, their values and the neutrality charge.

Invoicing of items of the clearing report prepared - on the day following the gas day - by the Company is done directly by the Company or the Network Users depending on the balance for each gas day on the settlement day following the relevant gas day, or in case of non-working day latest 18:00 on the following workday. The payment deadline for the issued invoices is the 3rd working day of the subject month.

Financial settlement of the invoices issued in the subject month are done by bank transfer of the balance amount calculated based on offsetting accounts receivables and payables The collateral is registered in HUF while clearing report data is filed in EUR. Conversion is based on the Hungarian National Bank's EUR/HUF exchange rate published for the given gas day. In case there is no exchange rate published for the relevant gas day the last published exchange rate shall be applied in the settlement procedure.

Payable amount by the Network User will be blocked from its free collateral in the Information Platform (7.3 Additional Security) after the settlement report was published. In case the Network User does not have the necessary free collateral and after the locking the amount an obligation to replenish the account of the Network User, so financial settlement shall be done by 09:00 of the next working day. In case the Company has payable amount, it is credited to the free collateral on the Information Platform.

As soon as the Network User pays the invoices, the free collateral is unlocked in the Information Platform.

Marginal price calculation of the first gas day following the termination of the declared emergency level is based on deals contracted on the Trading Platform and the organised natural gas market. If there was no valid deal for the given day, the last gas day's marginal prices before the declared emergency period shall be used.

5.1.5. Clearing of the difference between the balancing gas settled on the basis of the final daily allocation and the result of the re-allocation procedure

The Company shall settle with all Network Users the result of the end-of-month re-allocation procedure carried out by the system operators and the balancing differences based on the end-of-day final allocation, in accordance with the applicable provision of the OBC. Section 5.1 of the present GTC shall lay down the terms and conditions of invoicing and payment.

By the 15th day of the calendar month following the current month, which shall be the settlement date, the Company shall prepare a protocol on the difference in natural gas consumption in accordance with the relevant OBC provisions. The Company shall make available the protocol and the statement of the difference to the Network Users via the IP.

The established quantitative difference and the value of the neturality position arising during the re-allocation process shall be settled in accordance with the OBC.

On the basis of the protocol, the Network User shall issue an invoice to the Company for the quantity of the natural gas left in the linepack.

On the basis of the protocol, the Company shall invoice the Network User for the quantity of natural gas taken from the linepack within 3 business days following the date of publication of the protocol.

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

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

5.1.6. Clearing of surcharges

5.1.6.1. Surcharges payable by the Network User

Surcharges due to nomination differences, interruptions, capacity overruns and late reporting of change of traders, as well as the supplementary capacity fee shall be determined and invoiced/charged as specified in the Price Application Decree and the OBC.

By the 10th business day of the calendar month following the gas month in the case of surcharges for nomination differences and interruptions and by the 60th day following the gas usage month in the case of surcharges for capacity overruns and supplementary capacity fees, the Company shall determine the basic data serving as a basis for the invoice/debit note and shall issue a surcharge invoice/debit note to the Network User.

The deadline for paying invoices/debit notes shall be the 15th calendar day following the issue date.

5.1.6.2. Surcharges payable by the Company

The natural gas transmission service - by gas day and by entry and exit point - is a service distributable on the basis of daily clearing; therefore, the Company shall be held liable for contractual penalty for frustration or defective performance to the extent of the non-performance or defective performance of service in respect of the whole days affected by non-performance or defective performance.

In respect of the above case, the Company shall have an obligation to pay a transmission operator’s nomination imbalance surcharge in the form of a contractual penalty, as specified in the Price Application Decree. In addition to the surcharge payment obligation as per the Price Application Decree, it shall not be required to pay any other contractual penalty or compensation.

Surcharge payment: The payment of the surcharge shall fall due on the 15th calendar day following the issue date of the debit note.

5.1.7. Complaints concerning invoices and settlement documents

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

Based on the written complaint by the Network User, the Company shall investigate the complaint within 30 days with the involvement of those concerned as necessary and inform the Network User of the results thereof in writing. Thereafter, subject to the findings and following settlement of the dispute, the Company shall, within 3 business days, either correct its invoice as per the complaint by way of a document equivalent to an invoice or issue an invoice and shall reverse any other settlement documents and, if necessary, issue new ones and shall financially settle the difference within 15 days.

The payment deadline of the correction invoice (document equivalent to an invoice/ settlement document) shall be the 15th calendar day following the issue date.

If, based on the result of the investigation, the data of the invoice/ settlement document originally issued by the Company proves to be correct, i.e. the complaint concerning the invoice/ settlement document was not well-established on behalf of the Network User/Licensee and the amount of the invoice/ settlement document was not paid by the deadline indicated in the original document, the Company shall charge default interest on the disputed invoice/ settlement document amount, in accordance with Section 5.1.9.

5.1.8. Late payment

Should the Network User fail to pay any amount payable on the basis of any contract concluded by them with the Company on their due date, the Network User/Licensee shall be in default. In the event of any late payment by the Network User, the Company shall charge default interest as specified under Section 6:155 (1) of the Civil Code in respect of the default amount by calculating interest for the period from the day following the payment due date

until the actual payment date. The amount of default interest shall be calculated in view of a year of 360 days and on the basis of the number of days actually passed.

The Company shall issue debit notes for the default interest monthly on the basis of delayed invoice payments made by the last day of the previous month. The deadline for paying the charged default interest shall be the 8th calendar day following the issue date of the debit note.

The Company shall send the debit note by post or in a form of electronically signed document by e-mail to the Contracting Party in default.

5.1.9. Financial compensation

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

The Company and the Network User shall, as necessary, check the items affected by the offset with each other and prepare a protocol thereof.

5.1.10. Clearing of capacity surrender and/or long-term 'use it or lose it' procedure

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

The amount of the fee to be reimbursed shall be regulated by the Price Application Decree. The amount of the fee to be reimbursed shall be recorded in the Confirmation Report on Specific Congestion Management Transactions.

It shall be accounted for by the 15th day of the calendar month following the gas month. The issue of the document equivalent to the invoice is based on the Confirmation of Specific Transaction.

As a general rule, the due date on the document equivalent to the invoice shall be the 15th day following the issue date.

6. Legal consequences of breach of contract and the cases of contract termination

6.1. Breach events

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

6.1.1. On the part of the Company:

- In the case of the quality parameters, delivery pressure and delivery temperature specified in Section 2.1.1.2.3 of these GTC 4.d, services are provided in excess of the contracted tolerance ranges.
- The contracted capacity is not provided due to reasons attributable to the Company, except for shutdowns published as per the OBC.
- Failure to take over and deliver the delivered/nominated natural gas due to reasons attributable to it.
- Failure to comply with payment obligations.
- Delivery of the odourisation service against limit values other than the contractual ones.
- Breach of confidentiality obligations.

6.1.2. On the part of the Network User:

- Delivery to the Company of natural gas of a quality other than the quality specified in Section 2.1.1.2.3 of these GTC 4.d at the entry point of the natural gas transmission network: the quality of the natural gas supplied deviates from the value specified in the GTC 4.d or the value individually agreed in the Contract.
- Failure to comply with payment obligations.
- Failure to provide or refill any securities as specified under Section 7.
- Failure to provide the contracted capacity on the network of the adjacent System Operator and/or the natural gas quantities at the entry points.
- Non-compliance with interruptions/limitations.

- Breach of confidentiality obligations.
- The Authority suspends or withdraws the Network User's operational license as from the date indicated in the relevant official decision.
- For bundled capacity products, a major change occurs in the fulfilment of the contract regarding the capacity booking of the other half of the bundled capacity product, which also renders the Network Usage Contract impossible to perform. This may include but shall not be limited to the following: termination of the contractual conditions pertaining to capacity booking applicable to the other half of the bundled capacity product for any reason before the normal date of expiry.
- Non-performance of the requirements set for Network Users, specified in Section II.5.6 of the body of the Business Code.
- Impossibility to contact the Network User through the availabilities of its designated contact persons.
- Termination of the Network User's clearing membership required for the settlement of balancing natural gas is terminated or its clearing right is suspended.
- In the event that a limitation is imposed, non-compliance with consumption reduction indicated in the limitation order following the deadline after the limitation order has been sent out.
- In the event of an interruption, an interruption error.

6.2. Compensation

In case of any losses caused by a breach of contract, the Contracting Parties shall compensate for any damage to the subject matter of the service up to the value of the services affected by the damage.

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

No provision in this Clause shall be interpreted as the exclusion or limitation of either Party's liability for any breach of contract committed intentionally or resulting in loss of life, limb or health.

Notwithstanding the foregoing, if the Network User fails to comply with the obligation to notify changes with regard to its international sanctioning involvement and causes proven damage in this context, it shall be fully liable for damages.

Without prejudice to the general applicability of the above provisions, the Company shall be liable for any and all damage arising from the destruction of the gas quantity during the period between the receipt and the delivery of the gas quantity to be transmitted as per the Nework Usage Contract.

The Company shall not be held liable for any non-performance of the (contracted) transmission task requested by the Network User, provided that the cause thereof is attributable to reasons within the Network User's scope of interest or is caused by a circumstance beyond the Company's control and unforeseeable at the time of contract conclusion and the Company could not have been expected to avoid such circumstance or prevent the loss incurred. The Contracting Parties shall notify each other without delay, if performance is hindered or expected to be hindered by any third party.

The Network User accepts and acknowledges that, in the event of an incremental capacity procedure, if the performance of the capacity booking contract concluded under the incremental capacity procedure fails, in whole or in part, due to any reason within the sphere of interest of the other party/parties (transmission system operator(s)) involved in the incremental capacity procedure that is not attributed to the Company or performance is not, either in full or in part, in conformity with the contract, the Company shall not be subject to the obligation of any surcharge or contractual penalty payment, reimbursement or compensation.

The aggrieved Party shall have an obligation to prevent, avert and mitigate damages. The injuring Party shall not be obliged to compensate for any damage occurring due to a culpable breach of the foregoing obligations. The aggrieved Party shall be liable for the negligence of anyone for whose conduct it is responsible.

Having regard to the foregoing, otherwise the provisions of the Civil Code relating to damage caused by breach of contract shall apply.

6.3. Legal consequences of breach of contract

The Agreement may only be suspended or terminated with immediate effect in the cases set forth in these GTC 4.d.

6.3.1. Suspension of the performance of the Network Usage Contract in case of a breach of contract

6.3.1.1 Reasons for suspension of the performance of the Contract in case of breach of contract

The Company shall be entitled to suspend the performance of the Network Usage Contract:

i. with immediate effect in the event of the following breaches of contract by the Network User if the Network User fails to remedy such breaches even by the deadline specified in a written notification sent by the Company to the Network User also outlining any legal consequences of such a breach:
- the Network User fails to provide the securities and guarantees specified under Section 7 to the Company; or
- Impossibility to contact the Network User through the availabilities of its designated contact persons

ii. Next day after expiry date:

- If the Network User fails to pay its debt within 2 business days following the date of the payment reminder sent by the Company, the debt cannot be drawn down either in part or in full against the financial security within an additional 5 calendar days or cannot be paid within the scope of a collection order either; or
- If after the call of the financial security as per Section 7, the replenishment thereof within 5 business days is not provided by the Network User to the Company; or

iii. on the date, described in the Authority decree, providedthat Network User’s operational license is suspended by the Authority.

iv. with immediate effect
- if a bankruptcy proceeding has been started against the Network User,
- if the Network User's clearing right on balancing settlement is suspended.
- if an international sanction measure comes into force which restricts, hinders or makes impossible the performance of the Network Usage Contract,
- if the Network User has submitted an untrue declaration, or if the declaration has changed and the obligation to notify about changes has not been fulfilled,
- if the Network User fails to carry out the data protection measures prescribed in the OBC. In this context, the Network User fails to do everything to eliminate the information security non-compliance.

6.3.1.2 Legal consequences of suspension of the Network Usage Contract

Suspension of the performance of the Network Usage Contract may not exceed 90 days. In case the Network User is not able to eliminate the circumstances causing the suspension during the suspension period, the Network Usage Contract becomes null and void on the 91st day of its suspension. Should the Network User be able to eliminate the circumstances causing suspension within the suspension period, in this case the suspension of the Network Usage Contract is ceased.

During the suspension period of the Network Usage Contract, the Network User is entitled only to transfer its booked capacity in accordance with Section 3.2.1.2.2. The Network User is not entitled to other rights originating in the Network Usage Contract.

During the suspension period the Network User is still obliged to pay charges (capacity fees + auctions fees) related to the Network Usage Contract for the capacity, which has not been transferred to another Network User.

Legal consequences of termination of the Network Usage Contract due to expiry of the suspension period are the same as legal consequences due to contract violation by the Network User.

6.3.2. Termination of / withdrawal from the Network Usage Contract

As a general rule, the Network Usage Contract (individual capacity booking transaction) of definite duration may not be terminated by ordinary termination.

The Company is entitled to terminate the Network Usage Contract with immediate effect in the following cases:
- the Authority withdraws the operational licence of the Network User
- if the Network User' clearing membership in terms of balancing settlement is terminated.
- if the Network User's insolvency was determined by a final decision and liquidation proceedings were ordered against it, a winding-up proceeding was declared, or a forced cancellation was ordered against it
- if the Network User has overdue invoices issued by the Company with due date during the suspension period of the Network Usage Contract, by more than 8 days
- if an international sanction measure comes into force which makes it impossible to maintain or perform the Network Usage Contract,
- if the Network User fails to carry out the data protection measures prescribed in the OBC. In this context, the Network User fails to do everything to eliminate the information security non-compliance.

6.3.3. Termination of / withdrawal from the Network Usage Contract by the Network User

The notice period of the termination of contracts with an indefinite duration shall be 30 days, provided that the termination of the Network Usage Framework Contract takes effect on the same date when the last transaction of the Network User's transactions or other contracts regarding network usage is terminated.
As a general rule, Network Usage Contract concluded for a definite period (individual capacity booking transaction), cannot be terminated by ordinary termination. Termination of the contract due to lapse of interest shall apply only on condition of paying forfeit according to Section 6.3.4.1.

In the event of breach of contract by the Company, the Network User shall - upon specifically listing such breach(es) in an itemised manner - be entitled to terminate the Network Usage Contract with immediate effect, by way of a written notice (also containing a mandatory statement of the cause of termination) dispatched by registered mail with return receipt requested within a limitation period of 8 days calculated from the date of the breach. The Contract shall terminate on the date following the date of receipt by the Company of the notice. In such a case, the Company shall be obliged to compensate the Network User for any losses provenly caused by the breach of contract in accordance with the compensation provisions of the GTC 4.d.

6.3.4. Termination/withdrawal from the contract, legal consequences of contract termination due to expiry of the suspension time

6.3.4.1 Forfeit

In case the Network User withdraws from the Contract in accordance with Section 6.3.3.and this capacity is not booked by a different Network User, then the Network User is obliged to pay forfeit in accordance with the penalty procedure described in Section 6.3.4.2.

6.3.4.2. Payment obligations in case of termination of contract for reasons attributable to the Network User and unauthorized termination

In case of termination by the Company in accordance with Section 6.3.2. or unauthorized termination by the Network User, or in case the Contract is terminated on the 91st day after the suspension of the performance of the Network Usage Contract, the Network User has the following payment obligations.

6.3.4.2.1. Termination during the usage period

In case of those capacity booking transactions, which are terminated during the usage period, the Network User is obliged to pay these fees for the remaining part of the usage period to the Company. Fees referred to the period from the day of termination of the Network Usage Contract until the end of the usage period are to be paid by the Network User in a lump sum.

6.3.4.2.2. Termination before the usage period

The Network User is obliged to pay penalty as described below for those capacity booking transactions, which are terminated before the start of the usage period.

Amount of the penalty to be paid:

- if the contract is terminated at such a time that the affected capacity can no longer be offered at an auction of the same capacity product, 30% of the fee payable for the capacity booking transactions concluded under the term of the Network Usage Contract
- if the contract is terminated at a time when the affected capacity can still be offered at an auction of the same capacity product, 10% of the capacity fee for capacity booking transaction concluded under the term of the System Use Agreement.

By signing the Network Usage Contract, the Network User expressly accepts that the level of the contractual penalty is not excessive according to the industry practice.

6.4. Contractual penalty and forfeit concerning incremental capacity

6.4.1. Forfeit in case of withdrawal from contract

In case of incremental capacity process, if the Rulebook concerning the given incremental capacity process allows the Network User to withdraw from the contract (providing step back right) and if this right is exercised, the Network User shall be obliged to pay a forfeit (step back fee) as a specific percentage of the bid value defined in the Rulebook or as a fixed amount. The forfeit shall be paid as set out in Section 6.5.

6.4.2 Contractual penalty in case of termination of contract for reasons attributable to the Network User

In case of an incremental capacity process, considering that the Company carries out significant investments in order to provide incremental capacity, the Network User shall be obliged to pay contractual penalty if the incremental capacity contract is terminated for any reason attributable to the Network User. The fee is charged in accordance with Section 6.3.4.2.1., as well as penalty is charged in accordance with Section 6.3.4.2.2. related to the contractual fee and capacity fee. Except for the above-mentioned the Network User is obliged to pay as a penalty part of the price supplement (compulsory minimum surcharge) for the complete amount referred to the remaining validity period of the Contract.

6.5. Conditions of paying a forfeit and contractual penalty

The Network User shall pay the amount of forfeit to the Company within 15 calendar days following the date of invoice. The Network User shall provide a financial security as per Section 7 in order to ensure the fulfillment of its forfeit payment obligation.

The Network User shall pay the contractual penalty to the Company within 15 calendar days following the date of the debit note. The Network User shall provide a financial security as per Section 7 in order to ensure the fulfillment of its payment obligation.

If the Network User fails to comply with the penalty/forfeit payment obligation, the Company shall be entitled to enforce the financial security provided by the Network User.

If the Network User is unable to meet its obligation to pay the penalty/forfeit because it is prevented or limited by an international sanction measure, this shall not constitute a waiver or release of the claim by the Company.

7. Securities and guarantees

In order to ensure the fulfilment of their obligations, all Network Users shall provide to the Company financial security as per the terms of the present GTC 4.d and additional security in cases as specified in these GTC 4.d and shall, upon request by the Company, issue a collection order (hereinafter collectively referred to as “Guarantees”).

The entry into force of the Network Usage Contract and the use of the service provided by the Company shall be subject to the availability of valid guarantees that are in compliance with the present GTC 4.d.

7.1. General conditions of the financial security

As an assurance of fulfilling contractual obligations, the Network User shall provide a financial security to the Company.

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

- bank guarantee and/or
- cash deposit
  (hereinafter collectively referred to “financial security”).

The cash deposit shall be paid by the Network User to the Company’s bank account specified under Annex No. 2 to the present GTC 4.d. The Company shall not be obliged to keep the amount on a separate account. The Company shall not pay interest on the amount made available as cash deposit.

The Company shall accept a bank guarantee as per Annex No. 1 to the present GTC 4.d as financial security. At the Network User’s choice, the Network User may submit the bank guarantee in paper-based form or in a SWIFT message, to the payment service provider specified by the Company. A bank guarantee issued by a foreign financial institution shall be submitted in the form of a SWIFT message via the financial institution specified in Annex No. 2 to the present GTC 4.d.

The financial security provided by the Network User shall be usable for the claims of the Company against the Network User, with special regard to any fees, surcharges, default interest, contractual penalty, forfeit and ancillary costs (e.g. taxes and contributions, collection and implementation costs) due to the Company.

Prior to the acceptance of the bank guarantee, the Company shall perform a compliance check regarding the admissibility of the security. In order for the Company to be able to perform the compliance check, the Network User shall send a draft bank guarantee declaration to the Company. The Company shall send feedback to the Network User within 5 business days regarding the acceptance of the bank guarantee. Based on the foregoing, the Company shall accept a prior-examined bank guarantee declaration.

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

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

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

7.2. Minimum guarantee

The Network User shall provide at least HUF 10,000,000 as a guarantee related to the Network Usage Framework Contract. The Company shall be entitled to stipulate additional security in addition to the minimum guarantee, in the cases specified in Section 7.3.

7.3. Additional security

The Company shall be entitled to request from the Network User additional security:

i. If the Company has an overdue debt to a Network User or a group member thereof due to non-payment of which or due to the lack of a contractual assurance the Company earlier suspended the service and/or terminated its contract. Those Network Users shall qualify as group members which have influence in their relationship with each other in accordance with Section 8:2 of the Civil Code, as proven by public deeds The amount of additional security shall be the amount of the overdue debt.

ii. If the Company considers that the Network User's payment behaviour is deteriorating significantly:
- if the Network User's payment is at least 10 days late for the second time during the term of the Contract;
- if the Network User's security is utilized during the term of the Contract;
- if at any time during the term of the Contract the Network User is subject to compulsory execution, liquidation, winding-up or bankruptcy proceedings or is threatened by such proceedings;

In a case according to Point v), the amount of the additional security shall be no greater than the amount of the claim calculated on the basis of the entire capacity portfolio.

iii. If the Company identifies a network user risk, the Network User shall provide, to the benefit of the Company, as beneficiary, a collection order (hereinafter: "Order") under conditions agreed with the Company, as specified by MNB Decree No. 35/2017 (XII.14) on payment services activities, to the payment service provider(s) holding payment account(s) of the Transmission System Operator.

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

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

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

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

iv. If the ratio of the Network User's payment obligation covered by security deteriorates e.g. as a consequence of secondary capacity-trading activities.

The Company shall determine the balance of the transactions concluded by the Network User, which shall include the transactions concluded by the Network User but not yet financially settled, including the periodical transactions not yet invoiced. If, based on this balance, the Network User's expected payment obligation exceeds 60% of the available contractual security (hereinafter: "limit"), the Transmission System Operator shall be entitled to request additional security. The amount of the additional security shall be equal to the difference between the limit and the expected payment obligation.

v. Settlement of the balancing gas according to point 5.1.4 of the 4.d GTC in the event of an emergency level order. In the event of an emergency level order, the amount of the additional security may extend to the level of the Network User's exposure towards the Company arising from balancing gas.

vi. After the Long Term/Quarterly Capacity Contracts under the conditions set out in clause 7.4.1.

The obligation to provide additional security for the Network User is blocked on the Information Platform as 'security requirements for other fees'.

The additional security shall be provided by the Network User by the deadline indicated in the payment reminder. Failure to submit the additional security by the deadline shall be considered breach of contract as per Section 6.1.2. Additional security shall not be used as auction security.

7.4. Auction Security

Prior to participation in the capacity auction at the CBP, the Network User shall make available to the Company a financial security (hereinafter: "Auction Security") of the extent specified below, as a precondition for participation in the auctions and for the determination of the Initial credit limit to be used in the auctions. Without a proper Auction Security the Network User shall not be entitled to participate in the capacity auction.

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

The Company shall determine the Network User's "Available credit limit" on the Information Platform considering of the expired claim(s) outstanding at the time of determining the credit limit. In case of expired claims, the Company may restrict the Network User's right to use the CBP.

7.4.1. Long-term/quarterly capacity auctions

In the case of long-term/quarterly capacity auctions the Auction Security serves to ensure the provision of the contractual securities as per Section 7.5 required for the launch of the Service subject to the conditions specified hereunder by the Network User winning the capacity auction.

The amount of the Auction Security shall be a minimum of HUF 35,000,000, the availablitiy of which shall entitle the Network User to participate in all long term and quarterly auctions for the gas year concerned. If the Network User does not have sufficient credit limit according to the date specified in Section 7.4. herein, it may lose its the right to participate in the given auction.

In the case of a successful bid, the total amount of the auction security shall be available to the Company until submission of the relevant contractual security.Based on the request by the Network User, the auction security may be viewed as contractual security if the conditions specified under Section 7.5 are met.

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

The Network User can declare in a statement in advance on its intent to participate in long-term/quarterly auctions until the 15th day before the start of the relevant auctions. Along with the submission of the statement, the Network User should provide the Auction Security as well. As soon as both conditions are fulfilled, the Company will perform the Network User's risk classification (A – low, B – medium, C – high). The Company qualifies the Network User based on information provided by an external risk analyst (risk assessment), as well as by using internal customer assessment model. The internal customer assessment model is based on contractual information (duration of contractual relationship, payment behaviour, compliance with contractual terms), as well as other important information from the standpoint of financial risk assessment (company's age, solvency). In case of assessment of certain Network Users, the parent company, legal predecessor, if any, are being assessed as well. The Company should inform the Network User on the results of risk assessment within 3 working days of meeting the above two conditions.

The failure to provide the statement shall not mean that the Network User is excluded from the auctions, however in this case the Network User will be classified automatically in the high (C) risk assessment category.

With respect to the subject gas year, the Network User should provide such a statement only once. In case the Network User has already been assessed for the subject gas year, then the setting of the financial limit locking multiplier is based on this assessment.

All Network Users who have long-term/quarterly capacity bookings at the time of assessment are exempt from the declaration obligation. Risk assessment will be performed automatically for them, and the Company will inform the Network User about the result of such assessment 12 days before the start of the auction.

7.4.1.1 Long-term capacity auctions

The Company sets a different financial limit locking multipliers for long-term capacity auctions for each risk rating as follows:

- For a Low Risk Network User: 0,05
- For a Medium Risk Network User: 0,0833;
- For a High Risk Network User: 0,5

The amount to be locked in accordance with point 8.2.2(iii) of the Operational Rules of the Capacity Booking Platform shall be determined in the CBP by applying these Locking Multipliers. If the amount to be locked exceeds the Network User's CBP Available Financial Limit, the offer will be automatically rejected by the CBP. Limit Locking Multipliers are applied only for the rated gas year. If capacity can be contracted for more than one gas year at a time, no locking will be applied for the period beyond the rated gas year.

In the case of a winning bid(s) in a valid auction, the contractual security shall be locked on the Information Platform on the day of the closing of the auction, at the same time the locking of the winning bid(s) on the CBP shall be released:

- In the case of a low risk Network User, the contractual security shall be as set out in 4.d. 7.5 of the General Terms and Conditions, from the day before the start of the period of use.
- In the case of a medium risk Network User, the security deposit shall be subject to the provisions of Section 7.5 of the 4.d GTC. The amount specified in clause 7.5 of the 4.d GTC shall be locked from the day of the closing of the auction.
- In the case of a high risk Network User, the amount of the deposit shall be as set out in Section 7.5. of the 4.d. GTC and, as additional security, 5/12 of the annual capacity fee and auction fee shall be locked from the day of the closing of the auction. The amount of the additional security may be reduced as the exposure decreases.

For Network Users with a medium and high-risk rating, where capacity has already been booked in a previous auction for the relevant gas year, the deadline for the submission of the contractual security shall be the 10th day before the capacity auction for the relevant (following) gas year.

The Company may at any time review the risk classification and, in the event of an increase in risk, request additional security in accordance with section 7.3 v.

7.4.1.2 Quarterly capacity auctions

For quarterly capacity auctions, the Company sets a different financial limit locking multiplier for each risk rating as follows:

- For a low risk Network User: 0,2
- For medium risk Network Users: 0,33;
- For a high risk Network User: 1

The amount to be locked in accordance with point 8.2.2. iii. of the Operational Rules of the CBP shall be determined on the CBP by applying these locking multipliers. Limit Locking Multipliers are applied for each quarter of the rated gas year. If the amount to be locked exceeds the Network User's CBP Available Credit Limit, the offer will be automatically rejected by the CBP.

In the case of a winning bid in a valid auction(s), the contractual security shall be locked on the Information Platform on the day of the closing of the auction, at the same time the locking of the winning bid(s) on the CBP shall be unlocked:

- In the case of a low risk Network User, the contractual security shall be as set out in section 7.5 of 4.d General Terms and Conditions, from the day before the start of the period of use.
- In the case of a medium risk Network User, the contractual security shall be subject to the provisions of Section 7.5. of 4.d GTC. The amount specified in section 7.5 of GTC shall be locked from the day of the closing of the auction for the upcoming 2 consecutive quarters.
- In the case of a high risk Network User, the amount shall be as set out in Section 7.5. of 4.d. GTC, and, as additional security, 2/3 of the quarterly capacity fee and auction fee for the next 2 quarters will be blocked from the day of the auction closing. The amount of the additional security may be reduced in proportion to the reduction in exposure.

The Company may at any time review the risk classification and, in the event of an increase in risk, request additional security in accordance with section 7.3 v.

7.4.2. Monthly/daily and within-day capacity auctions

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

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

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

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

where

- FS = the amount of financial security(ies) according to the conditions specified under Section 7.1, provided to the Company by the Network User;
- CS = the amount of the contractual security related to the Network User’s effective contracts, as specified under Section 7.5.

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

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

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

The Auction Security shall enter into effect not later than on the day of the capacity auction and shall remain valid for at least 60 days following the service period.

7.4.3 Incremental capacity process

In the event that an incremental capacity process or alternative allocation mechanism is applied, the bid security shall be a percentage of the bid value as defined in the Rulebook or a specified amount. Unless specifically regulated otherwise, the auction security shall be 0.033% of the value of the capacity booking bid.

Participation in the auction / bidding in the alternative allocation mechanism shall be conditional on making the appropriate security available to the Company. The auction security shall enter into effect at the latest on the auction day, while the bidding security shall enter into effect at the latest on the day of the bidding deadline and shall be valid at least until the security under Section 7.5.1 is provided.

In case of an unsuccessful bid, the auction / bidding security shall be released and returned in accordance with Section 7.6. In case of a winning bid, the auction / bidding security shall be available until the security defined in Section 12.4.5.1 is provided or, in case of a step-back right, the step-back right is legitimately exercised.

If the bidder breaches its forfeit payment obligation as per Section 6.4 or other bid-related obligation, the Company shall be entitled to utilise the security.

7.5 Contractual security

Prior to the commencement of the service period indicated on the Confirmation of Specific Transaction, in LT contracts, in the Capacity Booking Contract concluded under the incremental capacity

procedure as a precondition of using the Service, the Network User shall provide a financial security to the Company (hereinafter "Contractual security") for fulfilling its payment obligations.

The Network User shall submit the Contractual security to the Company by not later than the deadline specified in accordance with the Implementation Decree. The Contractual security shall enter into effect not later than on the 1st day of the service period and shall remain valid for at least 60 days following the service period.

The amount of required contractual security is locked on the Information Platform against the financial security (cash deposit and/or bank guarantee) submitted by the Network User to the Company.

The contractual security shall be determined as follows:

- in case of **long-term capacity**:

  $B= ((K_{yearly}+A_{yearly})*1/12 + 2*F_{yearly}*1/12*k)*(1+VAT)$

  where

  B: contractual security demand
  K_{yearly}: yearly capacity fee
  A_{yearly}: yearly auction fee (in case of overbooking)
  F_{yearly}: volume-related security demand; sum of the yearly volume and odourisation fee calculated on the basis of the contract∑ed capacity.
  k: correction multiplier; percentage of peak-day capacity usage at exit network points in the previous 12 gas months
  VAT: in case of Hungarian Network User, the applicable VAT expressed in %, in case of foreign Network Users, 0%

- in case of **quarterly capacity**:

  $B= ((K_{quarterly}+A_{quarterly})*1/3 + 2*F_{quarterly}*1/3*k)*(1+VAT)$

  where

  B: contractual security demand
  $K_{quarterly}$: quarterly capacity fee
  $A_{quarterly}$: quarterly auction fee (in case of overbooking)
  $F_{quarterly}$: volume-related security demand; sum of the quarterly volume and odourisation fee calculated on the basis of the contracted capacity.
  k: correction multiplier; percentage of peak-day capacity usage at exit network points in the previous 12 gas months
  VAT: in case of Hungarian Network User, the applicable VAT expressed in %, in case of foreign Network Users, 0%

- in case of **monthly capacity**:

  $B= (K_{monthly}+A_{monthly} + F_{monthly}*k)*(1+VAT)$

  where

  B: contractual security demand
  $A_{monthly}$: monthly capacity fee
  $A_{monthly}$: monthly auction fee (in case of overbooking)
  $F_{monthly}$: volume-related security demand; sum of the monthly volume and odourisation fee calculated on the basis of the contracted capacity.
  k: correction multiplier; percentage of peak-day capacity usage at exit network points in the previous 12 gas months
  VAT: in case of Hungarian Network User, the applicable VAT expressed in %, in case of foreign Network Users, 0%

- in case of **daily and within-day capacity**:

  $B= (K_{daily}+A_{daily} + F_{daily}*k)*(1+VAT)$

  where

B: contractual security demand
K_{daily}: daily adn within-day capacity fee
A_{daily}: daily and within-day auction fee (in case of overbooking)
F_{daily}: volume-related security demand; sum of the daily and within-day volume and odourisation fee calculated on the basis of the contracted capacity
k: correction multiplier; percentage of peak-day capacity usage at exit network points in the previous 12 gas months
VAT: in case of Hungarian Network User, the applicable VAT expressed in %, in case of foreign Network Users, 0%

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

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

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

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

In case of **over-nomination**, the Network User involved in the over-nomination shall provide contractual security defined in the present section with regard to the over-nominated capacity. Those Network Users shall be entitled to use over-nomination which have at least HUF 10,000,000 in available credit limit. If this requirement is not fulfilled, the Network User shall have no right to over-nomination or its right shall be suspended until the requirement is met.

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

The provision of the balancing security shall take place in accordance with the rules of the Central Counterparty (clearing house), or, in the event of an emergency level being imposed, according to this 4.d. GTC.

In case of a power plant acting in its own right and using mFRR daily capacity or a natural gas trader supplying the power plant with natural gas, the Network User's contractual security shall also cover the value of the subsequently defined capacity fee.

7.5.1 Incremental capacity booking contract

In addition to the contractual security defined under Section 7.5 related to the network usage, the Network User shall provide financial security to ensure the payment of the contractual penalty specified in Section 6.4. The amount of the financial security shall be the contractual value relating to the gas year affected by the highest capacity booking expressed in percentage terms specified in the Rulebook or as an amount specified in the Rulebook. Unless otherwise specified in the Rulebook, the amount of the financial security shall be 100% of the contractual value relating to the gas year affected by the highest capacity booking. The contractual value shall be determined by using the prevailing tariff and, where applicable, the appropriate price supplement.

The Network User shall maintain financial security for availability to the Company during the entire term of the Network Usage Contract starting from the announcement of the winning (or the expiry of the step-back right, if relevant). The financial security shall remain valid for 60 days following the expiry of the Network Usage Contract. If the financial security provided by the Network User does not cover the entire contractual period, the Network User shall extend it within 30 days prior to the expiry of the valid financial security without any special notice and submit it to the Company.

If the Network User fails to comply with its obligation under Section 6.4 to pay contractual penalty or any other obligations related to this security defined under Section 7.5.1 (including failure to extend the validity of the security), the Company shall be entitled to make enforce its claim against the financial security. If the Network User fails to comply with its obligation to provide security, it shall be considered to be in breach of contract.

7.6 Conditions of the amendment and withdrawal offinancial security

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

If the Network User has provided financial security in the form of a bank guarantee and intends to provide it in the form of a bank guarantee also for the following gas year, the Network User shall amend the existing bank guarantee prior to the start of the following gas year by the deadline specified as per the Implementation Decree, as follows:

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

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

The Network User’s failure to comply with these obligations shall qualify as a breach of contract.

At the written request of the Network User,

- the Company shall authorise the cancellation of the bank guarantee or a reduction of the amount thereof, if that is made possible by the security (auction and financial security) requirement of the Company from the Network User, as specified in these GTC 4.d,
  and
- it can be established that the Network User and the Company have fully settled accounts with each other in respect of the legal relationship covered by the financial security and that the Company has no additional claims whatsoever against the Network User arising from said legal relationship.

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

- that is made possible by the security (auction and financial security) requirement of the Company from the Network User, as specified in these GTC 4.d,
  and
- it can be established that the Network User and the Company have fully settled accounts with each other in respect of the legal relationship related to the financial security and that the Company has no additional claims whatsoever against the Network User arising from said legal relationship.

The deposit will be returned to the bank account specified in the contract. A cash deposit transfer to a bank account other than the bank account specified in the contract may be proceeded if the Network User requests it in a duly signed document, clearly specifying the bank account number and all the other data of the bank holding the account. If the cash deposit transfer is not requested by the contact person(s) listed in the contract, then the request might be only presented by a person who has a mandate or power of attorney of the Network User.

In the event of termination of the Network Usage contracts, the Company shall transfer the amount of the financial security (cash deposit) to the Network User after the settlement of its claims against the Network User.

In case of a cash deposit transfer to a bank account outside Hungary, the bank fee regarding the money transfer arises at the beneficiary.

In case of a collection order, the Company shall give its approval for the cancellation of the collection order if the conditions specified in this section are met.

7.7 Enforcement of guarantees

7.7.1 Failure to provide contractual security

Should the Network User fail to fulfil its contractual security provision obligation by the deadline and in accordance with the conditions set forth in Section 7.5, the Company shall be entitled to refuse to provide the Service (suspend the performance of contract) and to draw down the Auction Security.

In case the Network User’s contractual security is provided in a form of bank guarantee and this guarantee is not extended by the prescribed deadline, the Company is entitled to draw its amount and subsequently account for it as deposit for contractual security.

7.7.2 Failure to comply with payment obligation

Should the Network User fail to fulfil its payment obligation by the payment deadline, the Company shall send a payment reminder to the Network User on the day following the due date of the invoice(s), subject to the payment deadline specified under Section 6.3.1. If the Network User submitted the financial security in the form of cash deposit, the Company may set off the Network User’s payment obligation against it.

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

Should the Network User fail to comply with its payment obligation by the deadline stipulated in the payment reminder, the Company shall be entitled to an immediate call on the Network User's bank guarantee or use the cash deposit and, concurrently, the Company shall instruct the Network

User to replenish the guarantee by the deadline set out in Section 6.3.1 (provision of a bank guarantee or cash deposit).

If, in the course of a call on the bank guarantee or the use of the cash deposit, the obligation of the Network User outstanding towards the Company is not or only partially fulfilled, the Company shall be entitled to exercise its right based upon the collection order (if any).

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

In excess of the gross invoice amount owed, the Company shall be entitled to also use the Contractual Securities for any late interest, fees (also including the surcharge) and other ancillary costs (including collection and implementation costs) potentially incurred and not paid by the Network User. While using the contractual security, the overdue receivables with the oldest due date are settled first.

Should the Network User have any overdue debts arising from any contracts in place with the Company, the Company shall be entitled to refuse to comply with the Network User's new demand for capacity booking pending full payment by the Network User of its existing debt.

In case the Network User incurs any overdue liability against the Company, the Company shall have the right to offset the Network User's expired debt against any of its own payment obligation to the Network User under the Network Usage Contract or any other legal relationship and to concurrently inform the Network User about this.

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

7.7.3 Consequences of late payment in case of claims relating to balancing actions

In accordance with Article 31 of Chapter VII of Commission Regulation (EU) No 312/2014 (BAL NC), the Company shall be entitled to make a claim for financial losses incurred due to late payment or non-payment by the Network User.

The following items shall be considered financial loss:

- the value of the claims arising from balancing actions that are not covered by financial security, if it is not settled by the Network User within 30 calendar days following the due date, despite having received the payment reminder;
- the amount not refunded to the Company by the Central Counterparty within 30 days following the enforcement of the collective guarantee by the Company relating to the balancing actions.

The Transmission System Operator shall report the financial loss recorded in this way and publish the extent of the reported financial loss, the changes in stocks and the settlement procedure on the Transmission System Operator's website.

The amount of the financial loss shall be distributed by the Transmission System Operator in monthly instalments and settled with the Network Users. The financial loss shall be distributed per Network User on a monthly basis, in proportion to their monthly transmission performances (recorded on the Information Platform).

Delivery performance shall mean the volume delivered by the Network User during the entire gas month and measured at the exit point, but excluding the quantities relating to injection into storage and to title transfer.

The amount of financial loss to be distributed in the given month shall, during the twelve months preceding the month of the distribution, not exceed triple the monthly average of the absolute amounts calculated on the basis of the balancing actions before distribution.

The Company shall issue a settlement document on the distributed financial loss for the first time by the 5th business day of the month following the month when the loss incurred and thereafter by the 5th business day of each month until the financial loss is 100% reimbursed. The Network User shall pay the sum of the distributed loss within 15 days following the issuance of the settlement document.

If the Company's financial loss is reduced after the commencement of the distribution process by recovering the claim fully or partially, the Company shall refund the financial loss recovered to the Network Users within 15 days. The Transmission System Operator shall pay no interest on the refund. The Company’s obligation to refund shall terminate in accordance with time limitation rules.

8. Miscellaneous provisions

The Contracts concluded on the basis of these GTC 4.d shall represent any and all provisions in place between the Parties and the Parties shall hereby exclude the use of the materials concerning consultations between them prior to contract conclusion or of practices or customs, if any, that may have been applied in the course of their former business relationship.

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

8.1 Representations

Legal declarations shall be valid in writing or electronically, in accordance with the GTC 4.d. Legal statements shall not be validly made to the other Party verbally, by conduct or silence. Unless provided otherwise in these GTC 4.d, legal statements shall enter into effect upon delivery to the other Party.

8.2 Risk assumption

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

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

8.3 Invalidity of certain provisions of the Network Usage Contract

If any provision of this Network Usage Contract is or becomes invalid or unenforceable, the remaining provisions contained therein shall not be affected. Contracting Parties agree to start

sincere negotiations to replace the invalid and unenforceable provisions from the date of the invalidity and unenforceability with provisions whose economic outturn possibly corresponds to that of the invalid or unenforceable provision.

Deficiency of any provision of the Network Usage Contract shall not affect the remaining provisions thereof. In order to correct the deficiency, the Contracting Parties commit themselves to completing the Network Usage Contract with effective provisions fairly representing the interests of both Parties.

8.4 Force majeure

Circumstances excluding liability (force majeure) shall include any unexpected, unforeseeable and unavoidable event which either temporarily or permanently hinders the fulfilment of the obligations arising or derived from the Network Usage Contract; occurs after the entry into effect of the Network Usage Contract; and is not caused by the relevant Contracting Party which is prevented from performing the Network Usage Contract.

However, no circumstances arising from the relevant Contracting Party's financial situation and no factors - e.g. lack of an official authorisation necessary for the relevant Contracting Party to perform its obligations - preventing performance that the relevant Contracting Party should have partly or entirely averted by making the required efforts shall exclude liability.

Force majeure events shall include but shall not be limited to the following:
Natural disasters, serious damage to the gas pipeline not attributable to any of the Parties, fire, explosion, international embargo, war, civil war preventing timely performance of the Network Usage Contract.

The Contracting Party on whose part fulfilment of obligations has become impossible due to force majeure shall immediately notify the other Contracting Party in writing about the occurrence of such circumstances.

The notification shall include information about the occurrence and nature of such event and its potential consequences.

The Contracting Party reporting a force majeure event shall also immediately inform the other Contracting Party upon termination of said circumstances.

The Contracting Party that suffered the force majeure event shall do everything in its power to perform its contractual obligations as soon as possible. The same Contracting Party shall continuously inform and notify the other Contracting Party about the anticipated duration of obstacles caused by the force majeure event to fulfilling contractual obligations.

As long as the performance of the Network Usage Contract is impeded by a force majeure event, there shall be no obligation to pay consideration in respect of the service or part of the service not performed.

In the event of international sanctions preventing or restricting performance after the conclusion of the Contract, the Company shall not be liable for any failure to perform the transport task requested (contracted) by the Network User.

If the Network User is unable to meet its contractual payment obligations because it is prevented from doing so by an international sanction measure, this shall not constitute a waiver or release of the claim on the part of the Company.

8.5 Impossibility

Impossibility shall not cause termination of the Network Usage Contract, if the reasons for impossibility can be averted in reasonable time. The Contracting Parties shall be obliged to take measures to eliminate such reasons within their sphere of interests. If the reasons for impossibility cannot be averted within the term of the Network Usage Contract, the Parties shall amend the Network Usage Contract as necessary in compliance with the relevant laws.

If complete economic, legal or physical impossibility occurs, and the supply system is operated on the basis of an official measure, the Party shall not be entitled to refuse to cooperate by invoking impossibility.

8.6 Confidentiality

The Contracting Parties declare that any data and facts learned by them in any way in connection with the conclusion and fulfilment of the Network Usage Contract and related to the other Party and the activity thereof, especially but not limited to the existence and content of the Network Usage Contract, shall constitute a business secret, which shall not be disclosed or made available to any third party, and the Contracting Parties shall not use it for any purposes other than the fulfilment of this Network Usage Contract.

The confidentiality obligation shall not apply to the following information:

- information that is or will in the future become available to the public through no fault of the Contracting Party receiving the information; or
- information provenly and lawfully known to the Party receiving the information before the effective date of the Network Usage Contract; or
- information communicated to the Party receiving the information through a third party not bound by any confidentiality agreement with the contracting Party whom the information concerns; or
- information whose disclosure or release is mandatory by law or under a stock exchange regulation or official regulation, to the extent and to the scope of recipients as required; or
- information provided to the TP operator and the Central Counterparty on the conclusion and termination of the Network Usage Contract and the, or
- the total allocated amount of daily entry and exit necessary for the Central Contracting Party to fully assess the risks related to the balancing settlement, or.
- all information to be provided to third parties rendering insurance, supplementary financial and debt collection services to the Company under a contract, and in the event of the Company assigning the receivables arising from the Contract, to the assignee, necessary for the conclusion and performance of the assignment contract, and if the Contract requires the provision of financial security, information to be provided to third parties necessary for the conclusion and performance of the related agreements

The Company shall be entitled to notify the Hungarian Energy and Public Utility Regulatory Authority of payment reminders sent to the Network User and of the application of any statutory or contractual legal consequences pertaining thereto.

The effect of the confidentiality obligation shall not be affected by the termination for any reason of the Network Usage Contract.

Should the Party in breach violate its confidentiality obligation, it shall be obliged to pay the other Party contractual penalty amounting to HUF 10,000,000 (ten million forints) per breach of contract. The Party in breach of contract shall pay the amount of the contractual penalty within 8 days calculated from the issue date of the debit note.

In the case of a bundled capacity product, the Network User shall accept and consent that the Company shall - in respect of performance of the Network Usage Contract (including in particular, but not limited to, the validity and entry into effect thereof, suspension of performance, non-payment by the Network User, ordinary and extraordinary termination of the Network Usage Contract etc.) - shall disclose data and information related to the Network User to the system operator providing the other half of the bundled capacity product for the purpose of ensuring that contracts pertaining to the bundled capacity product shall be performed in a coordinated manner throughout the entire term of the contract. Data and information transfer in accordance with the foregoing shall not constitute a breach of business secrecy.

8.7 Settlement of disputes

The Contracting Parties shall use their best efforts to settle any disputes related to this Network Usage Contract amicably. The Parties shall refer any disputed matters they are unable to resolve

amicably to the court with jurisdiction and competence pursuant to the general rules relating to jurisdiction and competence set out in the Act on Civil Procedure.

8.8 Code of Ethics

By signing the Network Usage Contract, the Network User acknowledges that it has accessed the Code of Conduct of the Company at the website https://fgsz.hu/en/for-business/network-users/regulatory-framework/business-code , is familiar with the contents thereof and has accepted the provisions respective to Network Users as binding on itself. By signing the Network Usage Contract, the Network User also acknowledges that it has accessed the Data Processing Policy of the Company at the website https://fgsz.hu/adatvedelem, is familiar with the contents thereof and has accepted the same as binding upon itself.

Annex 1

GUARANTEE DECLARATION

Guarantee number: .....

Recipient:

FGSZ Natural Gas Transmission Private Company Limited by Shares

(Seat: 8600 Siófok, Tanácsház u. 5.; Tax No.: 12543331-2-14; Company Register No.: 14-10-300230)

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

Issuer:

Bank's name:
Bank's address:
(Company Register No. and Court of Registration:)

(hereinafter: "Bank")

Dear Sir/Madam,

…… (hereinafter: "Network User", registered seat:……) has informed us that there is/are a contract/contracts concluded between the Beneficiary and the Network User as per the Beneficiary's General Conditions of Contract (GTC 4.d), which by their type may be as follows:

- Network Usage Framework Contract (contract number(s):…) [1]
- Confimation report(s) of transactions concluded as a result of an auction conducted at the Capacity Booking Platform or other Confirmations of the Specific Transaction(s);
- Other e.g. Long-Term Capacity Booking, Natural Gas Transmission, Odourisation and System Operation Contract, Capacity Booking Contract concluded under the Open Season procedure (contract number(s):…)

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

In addition, we are aware that during the Contractual Period the Network User shall be entitled to amend its Contract and to conclude a new Contract, which also means the Contract concluded on the basis of the Confirmation of the Specific Transaction . This Guarantee shall cover all amounts due to the Beneficiary and payable by the Network User and any other performance obligations of the Network User specified under its Contracts as well.

[1] *The contract no. should be left blank in all cases if the Network User does not have the given type of contract.*

1. Based on the Network User's request, we provide an irrevocable and unconditional guarantee amounting to no more than HUF....., say .....forints (hereinafter referred to as **"Guarantee Amount"**) in respect of all payment and performance obligations of the Network User arising out of the Contract, for the benefit of the Beneficiary or its legal successor verified by the extract from the Company Register submitted as per Section 2 (d) of this Guarantee (fees and surcharges, VAT, default interest, contractual penalty, forfeit and other ancillary costs due to the Beneficiary, including collection and implementation costs).

2. Based on this Guarantee, as per the first written demand by the Beneficiary (hereinafter **"Demand"**), in the amount specified by the Beneficiary, but in total not exceeding the Guarantee Amount, without examining the underlying legal relationship and regardless of any objections, the Bank shall make a payment to the benefit of the Beneficiary within 3 banking days following receipt of the Demand, provided that (a) in the Demand the Beneficiary declares that the Network User failed to comply with or did not contractually comply with its obligations specified under the Contract; (b) in the Demand there is a reference to the present (by indication of this Guarantee's number); (c) the Demand is sent by not later than the Expiry Date to the Bank's above address, by postal or personal delivery, or an authentic (coded) SWIFT message); or via e-mail in the form of a document with an electronic signature and (d) the authorisation to sign and the authenticity of the signature of the persons signing the Demand has been satisfactorily verified (by its extract from the Company Register not older than 30 days and specimen signatures, by sending an e-file eletronically or appropriate certification by its account holding bank).

3. Any fees incurred in relation to this Guarantee shall be borne by the Network User, except for the bank guarantee registration fee charged to the Beneficiary by the payment service provider holding the Beneficiary's bank account.

4. The payment obligation of the Bank related to the Guarantee shall only be reduced by the amount paid on the basis of the written Demand issued by the Beneficiary.

5. This Guarantee may also be called on in instalments. The Guarantee Amount shall be automatically reduced by any payments made under this Guarantee. The Guarantee Amount shall not be decreased without the consent of the Beneficiary and the Guarantee shall not be withdrawn.

6. The Bank shall comply with its payment obligation specified under Section 1 of the Guarantee without the deduction of any taxes, customs fees, contributions and fees.

7. The Guarantee shall enter into effect on (day) ..... (month) 20... (year). The Guarantee shall expire without any further notification on the day of ……[2] (hereinafter **"Expiry Date"**) irrespective of whether the original copy of the Guarantee is returned to our Bank or not. The Bank shall not perform any payments based on Demands received after the Expiry Date.

In respect of this Guarantee, the Hungarian law shall apply.

Dated, ……, ……..20..

Respectfully:

Bank's name:

[2] *Until at least the deadline as per the GTC*

Contact person: ……
phone:.....
fax:.....

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

Annex 2

Bank account data of FGSZ Ltd. (cash deposit)

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

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

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

Annex 3

DECLARATION ON THE USE OF SINGLE-SIDED NOMINATION SERVICE

NAME OF THE DECLARANT

COMPANY NAME

ADDRESS:

FGSZ CODE EIC CODE Contact person (on call): ……

PHONE: FAX: EMAIL:

I declare that I intend to use the single-sided nomination services described in the Business Code of FGSZ Ltd., i.e. I authorise FGSZ Ltd. to receive nomination on my behalf from the network point stated below regarding the network user pair as indicated and for the validity period specified, in accordance with the rules concerning the network point, and to forward single-sided nomination to the given System operator.

Name of the network point	Code of the network point	Code of the network user	Code of the connecting network user	Validity start date:	Validity end date:

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

Date: Siófok, …….. Signature:……

Annex 4
Confirmation of the Specific Transaction - Sample I

Azonosító/Identitifaction No.: FGSZ_RHSZ-xxxxx/Y,Q,M,D,WD/000/YY

Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás
Confirmation of the Specific Capacity Booking transaction(s)

Amely létrejött egyrészről az / Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (továbbiakban: FGSZ Zrt)
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No:

másrészről a(z) / and
xxxxxxx
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No.:

között a év.hó.nap-án megkötött FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés alapján. /
on the basis of the Network Usage Framwork Contract No. FGSZ_RHSZ-xxxxx signed on dd.mm.yyyy

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Ügylet azonosító / Transaction ID	Ügylet létrejötte / Transaction Date	Lekötés kezdete /Start of booking	Lekötés vége / End of booking	Lekötött nem megszakítható kapacitás / Booked firm capacity	Kapacitás díj / Capacity fee	Aukciós díj / Auction fee	Fizetendő díj / Payable fee
				(év/hó/nap) (dd,mm,yyyy)	(év/hó/nap) (dd,mm,yyyy)	kWh/óray kWh/h	Ft/hónap HUF/ month	Ft/hónap HUF/ month	Ft/hónap HUF/ month
Betáplálási pontok / Entry points									
Exit points									

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Ügylet azonosító / Transaction ID	Ügylet létrejötte / Transaction Date	Lekötés kezdete /Start of booking	Lekötés vége / End of booking	Lekötött megszakítható kapacitás / Booked interruptible capacity	Kapacitás díj / Capacity fee	Aukciós díj / Auction fee	Fizetendő díj / Payable fee
				(dd,mm,yyyy)	(dd,mm,yyyy)	kWh/h	HUF/ month	HUF/ month	HUF/ month
Entry points									
Exit points									

JOGI NYILATKOZAT

A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás az FGSZ és a(z) **XX** között elektronikus módon és formában létrejött szerződésnek minősül. A létrejött Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás hatályos és érvényes bárminemű további intézkedés nélkül az FGSZ és a(z) **XX** közötti rendszerhasználati szerződéshez kapcsolódó Általános Szerződéses Feltételek értelmében.

Az FGSZ digitális aláírásával megerősíti, hogy az Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás valamennyi adata megfelel a valóságnak és hiteles.

A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás a fenti FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés elválaszthatatlan részét képezi. A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolásban nem szereplő szerződéses feltételekre a hivatkozott Rendszerhasználati Keretszerződés rendelkezései alkalmazandók. A számla kiállítás alapjául a jelen Egyedi kapacitáslekötési ügyletekről szóló visszaigazolásban foglalt adatok szolgálnak. A jelen visszaigazolásban rögzített Fizetendő díj a kapacitáshasználat időszakában mindenkor hatályos tarifával automatikusan módosításra kerül.

DISCLAIMER

This Confirmation of the Specific Capacity Booking Transaction is deemed to be an eletronically generated contract between FGSZ and **XX**. The Confirmation of the Specific Capacity Booking Transaction is effective and valid without any further measures according to the General Terms and Conditions for Network Usage Contracts.

FGSZ confirms by its digital signature that all data of the Confirmation of the Specific Capacity Booking Transaction is true and authentic.

This Confirmation of the Specific Capacity Booking Transaction shall form inseparable part of the Network Usage Framework Contract No. FGSZ_RHSZ-xxxxx. In matters not covered by this Confirmation of the Specific Capacity Booking Transaction the provisions of the referred Network Usage Framework Contract shall apply. The payable fee recorded in this confirmation shall be modified automatically by the tariff applicable at all times in the capacity use period.

Annex 5
Confirmation of the Specific Transaction - Sample II

Azonosító/Identitifaction No: FGSZ_RHSZ-xxxxx/Y,Q,M,D,WD/001/YY

SZERZŐDÉSMÓDOSÍTÁSI ADATLAP
CONTRACT AMENDMENT FORM

Amely létrejött egyrészről az / Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (továbbiakban: FGSZ Zrt)
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No:

másrészről a(z) / and
xxxxxxx
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No.:

között a év.hó.nap-án megkötött FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés alapján. /
on the basis of the Network Usage Framwork Contract No. FGSZ_RHSZ-xxxxx signed on dd.mm.yyyy

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Ügylet azonosító / Transaction ID	Ügylet forrása / Source of transaction	Lekötés kezdete /Start of booking	Lekötés vége / End of booking	Lekötött nem megszakítható kapacitás / Booked firm capacity	Kapacitás díj / Capacity fee	Aukciós díj / Auction fee	Fizetendő díj / Payable fee
				(év/hó/nap) (dd,mm,yyyy)	(év/hó/nap) (dd,mm,yyyy)	kWh/óra kWh/h	Ft/hónap HUF/ month	Ft/hónap HUF/ month	Ft/hónap HUF/ month
Betáplálási pontok / Entry points									
Hálózati pont 1 /Network point 1		KLP-0001*	KLP			30			
Hálózati pont 1 /Network point 1		KLP-0002*	KLP			40			
Hálózati pont 1 /Network point 1		FV-0001	Fogyasztóvándorlás / Customer migration			-20			
Hálózati pont 1 /Network point 1						**50**			
Kiadási pontok / Exit points									

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Ügylet azonosító / Transaction ID	Ügylet forrása / Source of transaction	Lekötés kezdete /Start of booking	Lekötés vége / End of booking	Lekötött megszakítható kapacitás / Booked interruptible capacity	Kapacitás díj / Capacity fee	Aukciós díj / Auction fee	Fizetendő díj / Payable fee
				(év/hó/nap) (dd,mm,yyyy)	(év/hó/nap) (dd,mm,yyyy)	kWh/óra kWh/h	Ft/hónap HUF/ month	Ft/hónap HUF/ month	Ft/hónap HUF/ month
Betáplálási pontok / Entry points									
Hálózati pont 1 /Network point 1		KLP-0001*	KLP			30			
Hálózati pont 1 /Network point 1		KLP-0002*	KLP			40			
Hálózati pont 1 /Network point 1		FV-0001	Fogyasztóvándorlás / Customer migration			-20			
Hálózati pont 1 /Network point 1						**50**			
Kiadási pontok / Exit points									

* Ezen adatok tájékoztató jellegűek, az eredeti dokumentum az.....
* The data are for informative purpse only, the original document.....

JOGI NYILATKOZAT

A jelen Szerződésmódosítási Adatlap a fent említett FGSZ Zrt. és XY között elektronikus módon és formában létrejött szerződésmódosításnak minősül. FGSZ Zrt. a digitális aláírásával megerősíti, hogy a Szerződésmódosítási Adatlap valamennyi adata megfelel a valóságnak és hiteles. A megkötött Szerződésmódosítási Adatlap hatályos és érvényes bárminemű további intézkedés nélkül az FGSZ Zrt,. és a(z) XY közötti rendszerhasználati szerződéshez kapcsolódó Általános Szerződéses Feltételek értelmében.

A jelen Szerződésmódosítási Adatlap a fenti FGSZ_RHSZ-xxxxxx iktatószámú Rendszerhasználati Keretszerződés elválaszthatatlan részét képezi. A jelen Szerződésmódosítási Adatlapban nem szereplő szerződéses feltételekre a hivatkozott Rendszerhasználati Keretszerződés alkalmazandók. A számla kiállítás alapjául a jelen Szerződésmódosítási Adatlapban foglaltak szolgálnak. Jelen Szerződésmódossítási Adatlapban rögzített Fizetendő díj a kapacitáshasználat időszakában mindenkor hatályos tarifával automatikusan módosításra kerül.

DISCLAIMER

This Contract Amendment Form is deemed to be an eletronically generated contract amendment between FGSZ and XX. FGSZ confirms by its digital signature that all data of the Contract Amendment Form is true and authentic. The Contract Amendment Form is effective and valid without any further measures according to the General Terms and Conditions for Network Usage Contracts.

This Contract Amendment Form shall form inseparable part of the Network Usage Framework Contract No. FGSZ_RHSZ-xxxxx. In matters not covered by this Contract Amendment Form the provisions of the referred Network Usage Framework Contract shall apply. The invoice to be issued is based on the data recorded in this Contract Amendment Form. The payable fee recorded in this Contract Amendment Form shall be modified automatically by the tariff applicable at all times in the capacity use period.

Annex 6
Confirmation of the Specific Transaction - Sample III

Azonosító/Identification No: FGSZ_RHSZ-xxxxx/CMP/0000/YY

Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolás
Confirmation of Specific congestion management transaction(s)

Amely létrejött egyrészről az / Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (továbbiakban: FGSZ Zrt)
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No:

másrészről a(z) / and
xxxxxxx
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No.:

között a év.hó.nap-án megkötött FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés alapján. /
on the basis of the Network Usage Framwork Contract No. FGSZ_RHSZ-xxxxx signed on dd.mm.yyyy

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Kapacitás típusa / Capacity type	Kapcsolódó szerződés azonosító / Concerning Contract ID	Ügylet azonosító / Transaction ID	Ügylet típusa / Type of transaction	Érvényesség kezdete / Valid from	Érvényesség vége / Valid to	CMP miatt elvont kapacitás mértéke	Visszafizetendő díj / Refundable fe
						(év/hó/nap) (dd,mm,yyyy)	(év/hó/nap) (dd,mm,yyyy)	kWh/óra kWh/h	Ft/ HUF
					FDA UIOLI				N.A.
					LTUIOLI				
					SURRENDER				
					BUYBACK				

JOGI NYILATKOZAT

A jelen Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolás az FGSZ Zrt. és a(z) **XX** között elektronikus módon és formában létrejött szerződésnek minősül. A létrejött Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolás hatályos és érvényes bárminemű további intézkedés nélkül az FGSZ Zrt. és a(z) **XX** közötti rendszerhasználati szerződéshez kapcsolódó Általános Szerződéses Feltételek értelmében.

Az FGSZ Zrt. digitális aláírásával megerősíti, hogy az Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolás valamennyi adata megfelel a valóságnak és hiteles.

A jelen Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolás a fenti FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés elválaszthatatlan részét képezi. A jelen Egyedi szűkület kezelési ügylet(ek)ről szóló visszaigazolásban nem szereplő szerződéses feltételekre a hivatkozott Rendszerhasználati Keretszerződés rendelkezései alkalmazandók. Az elszámolás alapjául a jelen Egyedi szűkület kezelési ügyletekről szóló visszaigazolásban foglalt adatok szolgálnak.

DISCLAIMER

This Confirmation of Specific congestion management transaction(s) is deemed to be an elektronically generated contract between FGSZ and XX. The Confirmation of Specific congestion management transation(s) is effective and valid without any further measures according to the General Terms and Conditions for Network Usage Contracts.

FGSZ confirms by its signature that all data of the Confirmation of Specific congestion management transaction(s) is true and authentic.

This Confirmation of Specific congestion management transaction(s) shall form inseparable part of the Network Usage Framework Contract No. FGSZ_RHSZ-xxxxx. In matters not covered by this Confirmation of Specific congestion management transaction(s) the provisions of the referred Network Usage Framework Contract shall apply. The invoice to be issued is based on the data recorded in this Confirmation of Specific congestion management transaction(s).

Annex 7
Confirmation of the Specific Transaction - Sample IV

Azonosító/Identitifaction No: FGSZ_RHSZ-xxxxx/Y,Q,M,D,WD/001/YY

Egyedi ügylet(ek)ről szóló visszaigazolás mFRR napi kapacitáslekötés esetére
Confirmation of Specific Transaction(s) for mFRR daily capacity booking

Amely létrejött egyrészről az / Concluded between

FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (továbbiakban: FGSZ Zrt)
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No:

másrészről a(z) / and
xxxxxxx
Székhely/Seat:
Adószám/Tax No.:
Cégjegyzékszám/Registration No.:

között a év.hó.nap-án megkötött FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés alapján. /
on the basis of the Network Usage Framwork Contract No. FGSZ_RHSZ-xxxxx signed on dd.mm.yyyy

Hálózati pont neve / Network point name	Hálózati pont kódja / Network point code	Ügylet azonosító / Transaction ID	Ügylet létrejötte / Transaction date	Lekötés kezdete / Start of booking	Lekötés vége / End of booking	Lekötött nem megszakítható kapacitás / Booked firm capacity	Kapacitás díj / Capacity fee	Aukciós díj / Auction fee	Fizetendő díj / Payable fee
				(év/hó/nap) (dd,mm,yyyy)	(év/hó/nap) (dd,mm,yyyy)	kWh/óra	Ft/hónap HUF/ month	Ft/hónap HUF/ month	Ft/hónap HUF/ month
Betáplálási pontok / Entry points									
Kiadási pontok / Exit points									

JOGI NYILATKOZAT

A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás az FGSZ és a(z) **XX** között létrejött szerződésnek minősül. A létrejött Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás hatályos és érvényes bárminemű további intézkedés nélkül az FGSZ és a(z) **XX** közötti rendszerhasználati szerződéshez kapcsolódó Általános Szerződéses Feltételek értelmében.

A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás az átviteli rendszerirányító által szolgáltatott adatok alapján a 11/2016. (XI.14.) MEKH rendelet 4. sz. mellékletében meghatározott átszámítási képlet szerint került kiállításra.

A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolás a fenti FGSZ_RHSZ-xxxxx számú Rendszerhasználati Keretszerződés elválaszthatatlan részét képezi. A jelen Egyedi kapacitáslekötési ügylet(ek)ről szóló visszaigazolásban nem szereplő szerződéses feltételekre a hivatkozott Rendszerhasználati Keretszerződés rendelkezései alkalmazandók. A számla kiállítás alapjául a jelen Egyedi kapacitáslekötési ügyletekről szóló visszaigazolásban foglalt adatok szolgálnak.

DISCLAIMER

This Confirmation of Specific Transaction(s) is deemed to be a contract between FGSZ and XX. The Confirmation of Specific Transation(s) is effective and valid without any further measures according to the General Terms and Conditions for Network Usage Contracts.

This Confirmation of Specific Transaction(s) shall be issued based on the data provided by the transmission system operator in accordance with the methodology stated in Annex No. 4 of 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.

This Confirmation of Specific Transaction(s) shall form inseparable part of the Network Usage Framework Contract No. FGSZ_RHSZ-xxxxx. In matters not covered by this Confirmation of Specific Transaction(s) the provisions of the referred Network Usage Framework Contract shall apply. The invoice to be issued is based on the data recorded in this Confirmation of Specific Transaction(s).

Kelt: Siófok, 20.....

..... Rendszerhasználó részéről / On behalf of Network User	..... Rendszerhasználó részéről / On behalf of Network User
..... FGSZ Zrt. Részéről / on behalf of FGSZ	..... FGSZ Zrt. Részéről / on behalf of FGSZ