

## NATURAL GAS STORAGE CAPACITY CONTRACT ON INTERRUPTIBLE CAPACITY

concluded by and between

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

Court of Registration and Reg. No.:

hereinafter referred to as **System User**

and

**Hungarian Gas Storage Limited Company**

seat: 1051 Budapest, Széchenyi tér 7-8.

Mailing address: 1399 Budapest, Pf. 645.

account-keeping bank: Bank

bank account No.:

invoicing address: 1051 Budapest, Széchenyi tér 7-8.

tax No.: 12543317-2-44

Court of Registration Budapest Court as Court of Registration, and Reg. No.: Cg. 01-10-045043

hereinafter referred to as **MFGT**

or jointly referred to as the **Parties** at the undersigned place and date under the following terms and conditions:

## I SUBJECT AND DURATION OF CONTRACT

1. The subject matter of this Natural Gas Storage Contract on Interruptible Capacity (hereinafter referred to as Contract) is having the natural gas owned by the System User stored in the Hungarian underground gas storage facility owned and operated by MFGT, according to the quantity parameters as per Chapter III and quality parameters as per Chapter IV.
2. Pursuant to this Contract, MFGT shall – upon the contractual instruction of the System User – inject the natural gas taken over for the purpose of storage during the period as per Chapter III, shall keep it in its storage facilities and shall withdraw it under the conditions and in the period as per Chapter III.
3. This present Contract has been concluded for a definite period.
4. The contractual shall start at hours and shall end at hours.

## II GENERAL TERMS

1. In issues not regulated by the Contract, the provisions of the General Terms and Conditions (hereinafter referred to as ÁSZF), Annex No. 5 of the Code of Business Conduct shall apply.
2. By signing this Contract, the System User shall acknowledge to have fully read and understood the content of ÁSZF herein mentioned – as available on the MFGT web page ([www.magyarfoldgaztarolo.hu](http://www.magyarfoldgaztarolo.hu)) – and considers it to be the part of this Contract, and so agrees to be bound by it. Parties shall deem the content of ÁSZF annexed to the Code of Business Conduct approved by the Hungarian Energy Office to be the same as the usual contracting practice.
3. Special conditions not stipulated in the ÁSZF shall be specified in this Contract.

## III PROVISION OF STORAGE CAPACITIES

1. Interruptible storage capacities available for the System User regarding the contractual storage cycles as per Section I.4:

Interruptible injection (peak) capacity: 82 080 000 MJ/day

Interruptible withdrawal (peak) capacity: 82 080 000 MJ/day

MFGT does not offer any interruptible working gas capacity.

- this type of capacity is intended to optimize storage facility operation, and MFGT decides every year on offering the capacity
  - by booking the capacity, the storage customer shall accept that their withdrawal and/or injection quantity can be interrupted upon daily nomination up to the withdrawal and/or injection capacity booked herein
2. MFGT shall be entitled to interrupt withdrawal and injection capacities prior to accepting the nomination. MFGT shall notify the System User on the interruption pursuant to the rules of the Grid Code.

#### **IV STORAGE GAS QUALITY**

MFGT shall undertake to inject natural gas only if it meets the quality parameters prescribed by Annex No. 11 of Government Decree No. 19/2009 (I.30.) on the implementation of Act No. XL of 2008 on Natural Gas Supply.

#### **V NATURAL GAS DELIVERY AND ACCEPTANCE, MEASUREMENT, SETTLEMENT**

According to Section I.3.2 of the Code of Business Conduct, MFGT manages the storage facilities as a unified whole. Based on the daily nomination submitted by the System User for the unified storage, MFGT shall allocate the gas quantity to be injected or withdrawn to the relevant underground gas storage facilities. MFGT shall undertake to deliver the nominated quantities allocated for the relevant storage facilities, and in case of non-performance, MFGT shall cover the surcharges and balancing costs incurred by the System User.

#### **VI OPERATIVE FLOW OF INFORMATION**

1. In the course of its daily activities, MFGT shall cooperate with the Transmission Company and the Transmission Operator to fulfil its obligations towards the System User.
2. Parties ensure that besides the regular contacts specified in this present Contract, they shall notify each other of all incidents which may have an effect on their cooperation, and they facilitate smooth communication via consultation opportunities and proper dataflow.
3. Information and data flow between the Parties are governed by the Grid Code and the ÁSZF.

#### **VII STORAGE FEE**

Capacity booking fees payable by the System User shall be determined by MFGT pursuant to the fee items set forth in the Code of Business Conduct and the ÁSZF. The fee of interruptible seasonal withdrawal and injection capacities shall equal to the proportionate part of the capacity fee specified for non-interruptible capacities with regard to withdrawal and injection

capacities. MFGT shall refund a time and capacity proportionate part of the booking fee to the System User for the days when MFGT interrupts the interruptible service. As of the date the Tariff Decree introduces heat quantity based storage fee calculation, the calculation of storage fees shall exclusively be based on heat quantity [MJ].

## **VIII GOVERNING LAW, SETTLEMENT OF DISPUTES**

Parties shall agree to settle the disputes relating to the Natural Gas Storage Contract primarily via amicable negotiation.

Failing such settlement in any disputes arising from or relating to the Natural Gas Storage Contract or its breach, termination, validity or interpretation, both parties hereby agree to subject themselves to the exclusive jurisdiction of the Arbitration Court in the Energy (Budapest), provided that the Court of Arbitration proceeds according to its own Rules of Procedure. The number of arbitrators shall be three. The language of procedure shall be Hungarian.

## **IX ENTRY INTO FORCE**

1. This Contract shall be applied by the Parties to their existing legal relation in the same subject as of .....

## **X OTHER PROVISIONS**

1. Termination of this Contract

Contracting Parties agree that in addition to the cases specified in the ÁSZF, MFGT shall be entitled to terminate this Contract with immediate effect and without any further legal implications (damages, compensation or cost reimbursement etc.) if the Hungarian Energy and Public Utility Regulatory Authority refuses to approve the provision of this service.

In this case, Parties shall automatically deem and consider capacities booked under this contract as firm capacities, and the System User shall use them according to the rules relating to firm capacities.

2. Contact Persons

### **In issues related to the Contract:**

On behalf of the System User:

On behalf of MFGT: Lakatos Balázs

Phone: +36 1 354-7058, +36 30 2690775

Fax: +36 1 354 7045

email: lakatosb@mfgt.hu

**In issues of daily operative contact:**

On behalf of the System User:

Phone:

Fax:

email:

On behalf of MFGT: Dispatcher service

Phone: 52/362-574

Fax: 52/558-044

email: [dispatcher@mfgt.hu](mailto:dispatcher@mfgt.hu)

This present Contract shall be valid together with the attached Annexes, which shall form an inseparable part thereof.

Budapest,

MFGT

System User

.....

.....