

MVM Next Energiakereskedelmi Zrt.

**NATURAL GAS TRADING
GENERAL TERMS OF BUSINESS**

2021. [*]

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1 SCOPE AND VALIDITY OF THE GENERAL TERMS OF BUSINESS, DEFINITIONS, DATA RELATED TO THE SELLER

1.1 Scope and validity of the General Terms of Business

- 1.1.1 MVM Next Energiakereskedelmi Zrt. as natural gas trader (hereinafter: the **Seller**) performs its natural gas trading activity based on the operating license issued with the resolution of the Hungarian Energy and Public Utility Regulatory Authority (hereinafter: **MEKH**) issued under reference number H2405/2019. The Seller drew up these consolidated natural gas trading general terms of business (hereinafter: **General Terms of Business**) in accordance with Act XL of 2008 on the supply of natural gas (hereinafter: the **GET**), the legal regulations issued to implement the GET, the Operational and Commercial Rules (hereinafter: the **OCR**) and the provisions of its operating license.
- 1.1.2 The goal of the General Terms of Business is that the Seller can make it possible for the users buying natural gas (hereinafter: the **Buyer** or **Buyers**) to get familiar with the rules of its natural gas trading services, binding for both parties. The natural gas trading contract concluded with the Buyer may differ from the provisions of the General Terms of Business and it may contain further additional provisions to regulate the legal relationship of the parties.
- 1.1.3 The **personal scope** of the General Terms of Business extends to the Seller and the Buyers purchasing natural gas from the Seller based on a natural gas trading contract (hereinafter: the **Contract**), as well as any other person/entity that may be concerned by or interested in the use or provision of the natural gas trading service. According to the terms of the General Terms of Business, the Seller is also entitled to provide natural gas trading services to users eligible for Universal service.
- 1.1.4 The **territorial scope** of the General Terms of Business extends to all territories where the Buyers use the natural gas trading service provided by the Seller.
- 1.1.5 The **material scope** of the General Terms of Business extends to the general commercial, quantity, settlement and payment regulations, contract terms, breach of contract and complaint management of the natural gas trading services provided by the Seller, as well as the other conditions and rules of the legal relationship between the Seller and the Buyer. The material scope of the General Terms of Business also extends to the cross-border natural gas importing and exporting activities of the Seller.
- 1.1.6 The General Terms of Business and its revisions come into effect when approved by the MEKH and on the date specified in the resolution of approval (**temporal scope**).
- 1.1.7 The Seller may unilaterally modify the General Terms of Business as specified under Point 1.4. The modification of the General Terms of Business shall be applicable to the valid and effective legal relationships established before the modification came into force, including the valid and effective legal relationships established by the legal predecessor of the Seller.
- 1.1.8 The consolidated text of the General Terms of Business, as amended, can be viewed at the customer service office and it is available on the Seller's website. A copy or extract of the General Terms of Business may be requested for a charge.

- 1.1.9 The Seller repeals all general contracting terms and conditions published on the website of the Seller in relation to the Contracts and not forming part of the General Terms of Business (General Terms of Contract regarding Buyers with capacity booking for 101 m³/hour or higher; General Terms of Contract for Buyers with capacity booking for 20 and 100 m³/hour or higher), not including the notice about the fees of the Basic tariff, which shall be replaced by these General Terms of Business in their consolidated structure with previous amendments.
- 1.1.10 In case of any change in the legal regulations or the issue of a mandatory authority resolution that concerns an issue regulated in the General Terms of Business, in particular the rights or obligations of the parties, then the Seller shall act in compliance with the applicable provisions of the legal regulation change or the applicable provisions in case of an authority resolution regardless of the relevant provisions of the General Terms of Business (higher-level legislation). The change in the legal regulations and the authority resolutions shall be incorporated in the General Terms of Business as part of the regular review prescribed by the Government Decree 19/2009 (I.30.) on the implementation of Act XL of 2008 on the supply of natural gas (hereinafter: the **Vhr**). The Seller shall notify the Buyers of any modifications of the General Terms of Business and provides them the opportunity to view the modified General Terms of Business as specified in the General Terms of Business.

1.2 Definitions

- 1.2.1 Unless otherwise provided for in the Contract, the defined terms used in the Contract and the General Terms of Business shall have the meanings determined in this point. The terms not defined in the Contract or the General Terms of Business shall have the meanings specified in the GET, the Vhr, the Operational and Commercial Rules (OCR) and any other legal regulations in force that govern and apply to the legal relationship of the parties.

Base fee: the system access fee payable for the utilization of the natural gas network, which the Buyer (e.g. the user eligible for Universal service, as well as the user not eligible for Universal service that does not have a transmitting telemechanical system at the Place of consumption subject to the Contract) shall pay according to the provisions of the Contract.

Undersupply: provision of a lower quantity of natural gas to the Buyer where the difference exceeds the allowed tolerance value determined in the Contract.

Under-consumption: the Buyer fails to receive the minimum quantity determined in the Contract during the period determined in the Contract.

Receipt point: the point of receipt where the natural gas is provided and received as determined in the Contract. Unless otherwise provided, this shall be the end point of the natural gas distribution pipeline supplying the Buyer's Place of consumption on the boundary of the property where the Place of consumption is located.

Basic tariff package: the Buyer's basic tariff in force determined for the given range of users, which the Seller shall publish on its website in the form of a notice.

Heat of combustion: the amount of heat released during the perfect combustion of the determined quantity of natural gas in the air if the reacting substances cool down to the initial temperature and the water produced during the combustion is liquid. The initial temperature is the so-called combustion reference temperature.

User eligible for Universal service: the Buyer that qualifies as a Domestic User or has a purchased capacity that does not exceed 20 m³/hour, as well as the local municipal government to the extent necessary to ensure the supply of the Places of consumption of tenants of municipally owned housing.

User not eligible for Universal service: the Buyer that does not qualify as a User eligible for Universal service.

Seller: MVM Next Energiakereskedelmi Zrt. (registered office: 1081 Budapest, II. János Pál pápa tér 20.; corporate registration number: 01-10-140263), as a natural gas trading company holding an operating license for natural gas trading. If the Contract defines MVM Next Energiakereskedelmi Zrt. using any other term (e.g. Trader), the provisions of the General Terms of Business related to the Seller shall appropriately govern and apply to MVM Next Energiakereskedelmi Zrt.

Settlement period: the period between two meter readings as determined in the Contract, which serves as the basis of settlement. As for the reading of the consumption meters, the provisions in Sections 100 and 115/B of the GET shall appropriately apply.

Measurement for settlement: recording the data of a consumption metering device suitable for measurement according to the legislation on metrology, designed according to the OCR and operated by the System Operator in order to determine flow of natural gas.

Settlement invoice: the invoice based on the initial and closing meter reading of the Settlement period during the term of the Contract.

Place of consumption: the property where the connecting pipe, the user equipment, the gas meter, the user's main gas shutoff tap or the pressure regulator serving gas consumption are located, not including the gas transfer station serving to supply users of direct transmission pipeline users.

Payer: the natural person or legal entity that settles the price of the natural gas consumption at the Place of consumption under the Contract and the other related fees against an invoice.

Total nominal capacity of metering equipment: the total of the capacity of the metering devices installed at the Place of consumption as long as the measuring pressure is 25 mbar; in case the pressure exceeds this value, it is the total value corrected with pressure values expressed in m³/h.

Consumer protection act: Act CLV of 1997 on Consumer Protection.

Volume charge: the network access fee payable for the utilization of the natural gas network, which the Buyer shall pay the Seller based on the unit price determined in the Contract and the amount of natural gas, heat or energy received by the Buyer during the given month.

Natural gas supply crisis: according to Section 11 of Regulation 2017/1938/EU of the European Parliament and the Council, the early warning level, the alert level or the emergency level.

Calorific value: the amount of heat released during the perfect combustion of a determined amount of natural gas if all the combustion products gaseous at the temperature of the reacting substances.

Guaranteed service: means the minimum requirements determined by the MEKH according to Annex 3 of the General terms of business regarding the Seller based on Point I), Section 127 of the GET in relation to the capacity of natural gas trading activities.

Gas year: the period lasting from the start of the gas day on 1st October of the given year to the start of the gas day on 1st October of the year following the given year.

Gas month: the period lasting from the start of the first gas day of the calendar month to the end of the last gas day of the same calendar month.

Gas day: the period lasting from 06:00 a.m. of a given calendar day to 06:00 a.m. of the following calendar day.

GET: Act XL of 2008 on the Supply of Natural Gas.

Household: the community of the natural persons cohabiting in one apartment and having their registered domicile or place of residence in that apartment.

Loyalty period: the period of time agreed upon by the Buyer according to the Contract during which the Buyer receives supply based on unique conditions in return for his/her commitment to the Loyalty period.

Capacity fee: the network access fee payable for the utilization of the natural gas network that the Buyer shall pay the Seller based on the unit price determined in the Contract and the amount of the booked capacity.

Related undertaking: means the related undertaking in accordance with Act C of 2000 on Settlement, as amended.

Domestic user: the Buyer who purchases natural gas for the purposes of his/her own household (one or multiple residential buildings, apartments, holiday homes, weekend houses or garages used for domestic purposes) based on a contract concluded on the purchase of natural gas and does not pursue business activities with the thus purchased natural gas. If the number of technically divided individual apartments in the residential building exceed the number of individual non-residential rooms, with regards to the common consumption, it shall be considered that the residential building as user purchases for the purposes of his/her own household and does not pursue business activities with the purchased natural gas.

MEKH: the Hungarian Energy and Public Utility Regulatory Authority.

Quality error: if the deviation from the natural gas quality stipulated in the Contract exceeds the value determined therein.

Qualified bank: a financial institute with a balance sheet total of at least 50 bnHUF and included on the membership list of the Hungarian Banking Association.

MSZKSZ fee: the membership contribution payable to the Hungarian Hydrocarbon Stockpiling Association (MSZKSZ) under Act XXVI of 2006 on the Safety stockpiling of natural gas.

Abnormal course of business: the state where one or several of the installations at the gas delivery station of the transmission pipeline have a failure and is not in good functional order as it is determined in the general terms of business of the transmission system administrator. Continuous natural gas delivery and capacity is still ensured in this situation. Abnormal course of business shall be considered contractual performance within the time limitation determined in the general terms of business of the transmission network administrator.

Daily consumption demand report (nominating): if the Contract so provides, the Buyer shall specify the amount of natural gas he/she plans to purchase on the given Gas day, taking into account the booked capacity regarding the Receipt point.

Ptk: unless otherwise provided for in the law, this shall mean Act IV of 1959 on the Civil Code in relation to the legal relationships, facts and legal statements established before 15th March 2014 and the facts and legal statements arising in relation to these obligations after 15th March 2014, including any recent obligations resulting from such facts and legal statements; or Act V of 2013 on the Civil Code in relation to the legal relationships, facts and legal statements established after 15th March 2014.

Network access fee: the total of the rates payable by the Buyer to the Seller based on the Contract and related to the utilization of the cooperating natural gas network (e.g. Base fee, Capacity fee, Volume charge, etc.).

System administrator: the transmission system administrator, the natural gas distribution license holder and, if applicable, the natural gas storage license holder.

Partial invoice: the invoice issued by the Seller to the Buyer about the amount of gas established through statistical analysis or data reporting within the Settlement period.

Contract: the natural gas trading contract concluded between the Seller and the Buyer, including all its annexes, an integral part of which is the General Terms of Business.

Contracted amount: the amount of natural gas the Buyer undertakes to receive and the Seller undertakes to deliver during the contract period determined in the contract.

Transfer price: in case of a change in users in mass management, it is the price identical with the price maximized for the universal service for the given user group, and applied in relation to the user eligible for Universal service contracting under the contract template and general term of contract determined in *Annex 4*, which shall be applied from the change of users until the time the user returns to the universal service.

Over-consumption: the Buyer receives more than the maximum quantity determined in the Contract during the period determined in the Contract.

Operating and Commercial Rules (OCR): the regulation containing the main rules regarding the technical operation of the cooperating natural gas system and the commercial processes, approved by the MEKH.

General Terms of Business: the natural gas trading general terms of business of the Buyer consolidated with its amendments and approved by the MEKH, which contains the general terms of contract related to the legal relationship established between the Buyer and the Seller.

Malfunction: any such event restricting or preventing the production, storage, transmission or distribution of natural gas, which is caused by the operation of the cooperating natural gas system deviating from the normal course of business, the consequence of which is endangering or disorder in the supply of natural gas and which causes the an interruption of the natural gas supply of one or more Buyers.

Buyer: users not eligible for Universal service and users eligible for Universal service, including Domestic consumers, that use the natural gas trading service provided by the Seller or state their intention to use the Seller's service. If the Buyer sells natural gas to a System administrator, the System administrator shall be considered a Buyer in respect to this legal relationship of natural gas trading.

Vulnerable customer: the group of domestic consumers who (based on their social situation determined in the law or other characteristic features) can participate in the supply of natural gas with special conditions.

Final invoice: the invoice issued on the basis of meter readings after the termination of the Contract.

Vhr: Government Decree 19/2009 (I.30.) on the implementation of Act XL of 2008 on the Supply of Natural Gas.

1.3 The most important data related to the Seller

1.3.1 The Seller was established on 30th June 2019 as the general legal successor of NKM Földgázszolgáltató Zrt. and NKM Áramszolgáltató Zrt. As of 1st January 2021 the company name of the Seller changed from NKM Energia Zrt. to MVM Next Energiakereskedelmi Zrt. The retail division of MVM Partner Energiakereskedelmi Zártkörűen Működő Részvénytársaság (shortened company name: MVM Partner Zrt., registered office: 1031 Budapest, Szentendrei út 207-209.; company registration number: 01-10-044818; tax number: 12898019-2-44) was transferred to MVM Next Energiakereskedelmi Zrt. (former company name: NKM Energia Zrt.) through demerger combined with merger on 31st March 2020 so MVM Next Energiakereskedelmi Zrt. qualifies as the general legal successor with regards to the natural gas trading portfolio of MVM Partner Zrt.

1.3.2 The most important corporate law data of the Seller:

Seller company name:	MVM Next Energiakereskedelmi Zrt.
Registered office:	1081 Budapest, II. János Pál pápa tér 20.
Place of registration:	Fővárosi Törvényszék, mint Cégbíróóság
Registration number:	01-10-140263
Tax number:	26713111-2-44

1.3.3 The Seller was established for an indefinite term. The business year of the Seller starts on 1st January and ends on 31st December of the same calendar year while its first business year lasted from the day of the merger of NKM Földgázszolgáltató Zrt. and NKM Áramszolgáltató Zrt. (30th June 2019) to the end of the calendar year.

1.4 Unilateral amendment of the General Terms of Business

1.4.1 The Seller is entitled to unilaterally amend the General Terms of Business, about which it shall previously notify the Buyer in writing by way of disclosure on its website and/or other methods (e.g. information letter, notice on the invoice, electronic letter sent to the email address specified by the Buyer, etc.). If the amendment harms the Buyer's right

or legitimate interest, the Buyer shall be entitled to terminate the Contract within 30 (thirty) days after the date of effect of the amendment for the last day of the gas month following the disclosure of the termination notice. The Buyer shall indicate in the termination notice which amendment he/she considers to prejudice his/her interests. The Seller may initiate negotiations in the subject of the objected amendment. If the Seller does not initiate negotiations or if the negotiations do not yield a result, the Contract shall become terminated without further legal consequences by the end of the gas month following the Buyer's notification of termination in case the amendment disadvantageous to the Buyer continues to be effective. If the Seller does not receive the Buyer's preliminary termination notice within the determined 30-day timeframe, on the expiry of the deadline it shall be considered that the Buyer expressly accepted the amendment of the General Terms of Business.

- 1.4.2 The Buyer shall not be entitled to terminate the Contract on the basis of Point 1.4.1 if the amendment:
- a) was necessary due to the introduction of a new service and it does not affect the general terms of contract regarding the existing services;
 - b) creates better conditions to use the existing services;
 - c) is to correct any contradicting, invalid or ineffective provisions, stylistic, drafting or grammatical mistakes or changes in the use of definitions,
 - d) is due the change of legal regulations or authority resolutions.
- 1.4.3 The Seller may choose not to notify the Buyer in the cases set under sub-points a) and c) in Point 1.4.2.

2 INTRODUCTION OF THE ACTIVITY PERFORMED AND SERVICES PROVIDED BY THE SELLER, LIST OF USER GROUPS SUPPLIED BY THE SELLER

2.1 The activity performed and services provided by the Seller

- 2.1.1 The Seller provides the Buyer with the natural gas trading services determined under Point 2.1.3 according to the provisions of the Contract against the payment of the fees set in the Contract.
- 2.1.2 The General Terms of Business also extend to the Seller's cross-border natural gas import and export activities.
- 2.1.3 The Seller provides the following natural gas trading services to the Buyers:
- a) Sale of natural gas to the Buyer for his/her own consumption to the extent of the network loss or measurement difference.
 - b) for the sale of natural gas (as a comprehensive service), the Seller provides or, in case of the parties' agreement, may provide the following services based on the legal regulations in effect:
 - i. transmission of the odorized gas to the receipt point (e.g. gas delivery point, Place of consumption),
 - ii. if requested by the Buyer, joint management of the Contract and the distribution network access contract as representative,
 - iii. booking the capacity needed to supply the Buyer according to the Contract,

- iv. provision of data, advisory and other support as determined in the Contract,
 - v. taking the necessary measures in case of malfunctions or restrictions,
 - vi. investigation of the incidents and complaints reported by the Buyer and informing the Buyer.
- c) Additional services: in order to improve the standard of service and enhance consumer satisfaction, the Seller develops and introduces various products and services based on customer needs and makes them available based on agreement in return for determined fees.
- 2.1.4 The Seller shall be entitled to offer detailed information about the currently available and selectable products and services on the website at www.mvmenergiakereskedo.hu.
- 2.1.5 The detailed description of the natural gas trading services provided to the Buyer can be found in the Contract and the other agreements concluded with the Buyer.
- 2.1.6 The Seller shall also be entitled to publish the detailed descriptions and the conditions of using the tariff provided to the users eligible for Universal service on its website and in notices. The notice related to the given tariff shall contain the following as a minimum:
- a) the starting date of using the tariff,
 - b) the end date of using the tariff (if any),
 - c) definition of the Buyers entitled to use the tariff (if the tariff is restricted to certain Buyers),
 - d) the data to be supplied by the Buyer to use the tariff and the method of supplying such data,
 - e) the price elements of the tariff and the definition of the price elements,
 - f) definition of the terms of settlement, invoicing and payment related to the tariff,
 - g) description of the other special conditions to use the tariff (if any),
 - h) how the general terms of contract related to the tariff can be accessed,
 - i) the forms of requesting information regarding the tariff.
- 2.1.7 The Seller may provide differing natural gas trading services to the domestic consumers and those users eligible for Universal service who do not qualify as Domestic consumers. The Seller may restrict the circle of users entitled to the given tariff in its notice related to the given tariff.
- 2.1.8 The natural gas trading services provided for the Buyers may be continuous or temporary or occasional depending on the prevailing situation on the natural gas market. In addition to its natural gas trading service, the Seller performs universal service provision of the natural gas industry activities subject to licensing in accordance with the legal regulations in effect and as determined in its Universal Natural Gas Servicing General terms of business.

2.2 Definition of the Buyers (user groups) supplied by the Seller

- 2.2.1 The Seller provides the natural gas trading services for the following Buyers:
- a) Users not eligible for Universal service,

- b) Users not eligible for Universal service who do not qualify as Domestic users, and
- c) Domestic consumers.

3 COMMUNICATION WITH THE EXTERNAL ENVIRONMENT, THE BUYERS AND THE SYSTEM ADMINISTRATORS

3.1 Communication with the authorities and conciliation bodies and the tasks these bodies provide for the Buyers

3.1.1 Hungarian Energy and Public Utility Regulatory Authority (MEKH)

3.1.1.1 The task of MEKH is to check the compliance of the Seller's natural gas trading activity with the legislation on the natural gas market and the authority regulations. In this context, MEKH in particular performs the following procedures and obligations while exercising supervision over the safety of natural gas supply and the effective operation of the natural gas market and the requirement of equal treatment:

- a) issues and, in cases determined in the legislation, modifies and withdraws the Seller's operating license,
- b) approves the Seller's general terms of business and its amendments,
- c) establishes the minimum quality requirements of performing natural gas trading and the minimum requisites of communication with the Buyers and the detailed rules on informing Buyers,
- d) acts upon the complaints that belong to its competence based on the legislation, thus, for instance, makes decisions about the Buyers' issues related to settlement, invoicing, payment of fees or measurement.

3.1.2 Hungarian Consumer Protection Authority, Hungarian Competition Authority

3.1.2.1 The consumer protection authority acts upon Buyers' issues related to settlement, invoicing, payment of fees or measurement, their suspension and disconnection from the supply of natural gas implemented due to late payment, as well as the Buyer's reconnection following the settlement of the overdue debt while respecting the competence of MEKH determined in the GET. The government agency shall act in administrative matters of consumer protection.

3.1.2.2 The consumer protection authority shall have the competence to carry out procedures in case the provisions set forth in Paragraph (2), Section 36 and Paragraph (8), Section 104 of the GET are infringed to the disadvantage of Domestic consumers. The rules determined in Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter: the **Fttv**) shall be applied with regards to the procedure by the consumer protection authority noting that the Domestic consumer in the context of the GET shall be considered a consumer for the purposes of the Fttv even if it is not a natural person.

3.1.2.3 Contrary to the above, if the objected commercial practice is suitable to substantially impact the economic competition, then the Competition Authority shall act instead of the consumer protection authority. Further, the Competition Authority shall act in case of matters referred to its competence based on Act LVII of 1996 on the Prohibition of Unfair Market Behavior and the Restriction of Competition.

3.1.3 Conciliation bodies

- 3.1.3.1 It will be the competence of the conciliation bodies operated by the county (metropolitan) commercial and industrial chambers to settle those consumer disputes outside court procedure where the legal dispute of the Buyer (who qualifies as a natural person, a civil society organization, an ecclesiastical legal person, a condominium, a housing cooperative, or a micro, small or medium enterprise) and the Seller is related to the conclusion or performance of the Contract.
- 3.1.3.2 It is the task of the conciliation body to attempt to reach settlement between the parties in order to settle the consumer dispute and, in case of the failure of this attempt, it takes a decision in the matter in order to ensure that the consumer rights are exercised. If requested by the consumer or the enterprise, the conciliation body shall provide advice in relation to the rights and obligations of the consumer. Participation in the procedure of the conciliation body does not exclude that the parties may apply for legal remedy in court proceedings.
- 3.1.3.3 It is the condition of turning to the conciliation body that the Buyer should attempt to settle the dispute directly with the Buyer.

3.2 Communication with the Buyers

- 3.2.1 The Seller shall maintain customer service in order to ensure direct communication with the Buyers, investigate complaints and inform Buyers.
- 3.2.2 The Seller may appoint an account manager to the Buyer and, in any other case, ensures general customer relations contact channels.
- 3.2.3 If the Seller appoints an account manager to the Buyer, the account manager shall process the Buyer's comments, indications and questions immediately, if this is possible and not excluded by a legal regulation, or, in other cases, within the shortest possible time but no later than 15 (fifteen) days and informs the Buyer about the result.
- 3.2.4 If no dedicated account manager is assigned to the Buyer, then the means of communication with the Buyer shall be: personal customer service, telephone, electronic letter (email), electronic message sent to the central company gateway/official gateway and the internet contact channel designed for the purpose. The Seller's customer service contact information can be found in *Annex 1* while the rules related to complaint management are determined under Point 7.10.
- 3.2.5 In cases where the Buyer's original signature is needed and the Buyer does not have an electronic signature of advanced security based on at least a qualified certificate, the Seller shall not provide electronic administration to the Buyer. In case of Domestic consumers, the Seller shall provide electronic administration if the Domestic consumer can certify the electronic documents with AVDH certification service as a minimum. The Buyer shall make sure that the electronic signature or the AVDH service should not be used by unauthorized persons.
- 3.2.6 In order to ensure the proper operation of communication, the parties may at the time of signing the Contract specify the name(s) and contact details of the person(s) authorized to send emails. The parties shall immediately inform the other party about any changes in the persons of contact details of the authorized persons.
- 3.2.7 The electronic proof of the correspondence shall certify that the email has been sent. It is the responsibility of the sending party to prevent unauthorized parties from sending

emails. The party sending the message shall be liable for the consequences of any abuses.

- 3.2.8 A Buyer not subject to the Act on Consumer Protection shall confirm his/her orally presented claim in writing to the Seller within 24 (twenty-four) hours, unless otherwise provided by the law.
- 3.2.9 The Seller shall generally send the documents, offers and notifications addressed to the Buyer by post as normal mail to the Hungarian address that is the Buyer's notification address or the Payer's notification address specified in the agreement concluded between the Payer and the Buyer. If the Buyer also specifies an email address in the Contract, the mail may also be sent to the Buyer electronically in email, unless otherwise provided for in the law. In the absence of a notification address, the Seller shall send the documents to the Hungarian address on the latest invoice issued. If the Buyer (Payer) does not have any notification option in Hungary (permanent domicile/residence/notification address/registered office/postal address), the Buyer shall supply and maintain a telephone number and email address in Hungary, as well as register for electronic invoicing and in this case any documents that can be sent by post will be mailed to the address of the Place of consumption.
- 3.2.10 The Seller shall send the mail addressed to the Buyer in a way that its receipt should be attestable (e.g. by registered letter with acknowledgement of receipt), if the Seller considers it necessary due to the contents or if it is required by the law. If the registered letter forwarded by post could not be delivered because the post returned the letter to the Seller marked
- a) **"unclaimed"**, "moved", "deceased/closed", "delivery prevented" or if the postal provider returned the letter to the Seller citing any other reason for not being able to deliver it according to the general terms of contract of the postal provider, then the mail shall be deemed to have been received on the day the undeliverable mail was returned to the Seller by the post;
 - b) **"receipt refused"**, the mail shall be deemed to have been received on the day its postal delivery was attempted.
- 3.2.11 Postal mail not sent registered with acknowledgement of receipt shall be deemed to have been received on the 5th day after it is posted. The starting day of the timeframe related to all documents sent by post shall be the day of delivery unless otherwise provided for in the Contract.
- 3.2.12 The Seller shall be entitled to send the documents related to the Contract (e.g. natural gas trading offer, Contract, contract amendment, documents related to the performance of the Contract, termination notice, etc.) with a scanned authorized signature to the Buyer, which shall be considered a document certified with the Seller's authorized signature. If the Buyer expressly objects to this within 15 days after the (certified or assumed) receipt of the document sent to him/her by the Seller, then the Seller shall send him/her a document certified with an original authorized signature. In other cases, the document signed by the Seller as defined above and not objected to by the Buyer shall be considered a written and valid document by the parties.
- 3.2.13 The date of delivery shall be the date of receipt in case of delivery in person, the date specified on the acknowledgement of receipt in case of registered mail, the time and date the message arrived at the addressee if it arrives before 3:00 p.m. in the addressee's time zone or 8:00 a.m. in the addressee's time zone in any other case in case of email messages.

3.2.14 If the parties agreed on the use of communication through the central company gateway/official gateway, the mail sent to the company gateway or official gateway shall be deemed to have been received

- a) at the time specified in the certificate if the provider ensuring the official communication certifies the receipt of the mail by the client,
- b) at the time specified in the certificate of refusal if the provider ensuring the official communication certifies that the addressee has refused to receive the mail, or
- c) on the fifth working day after the date specified in the certificate of the second notification if the provider ensuring the official communication certifies that the addressee failed to receive the mail despite being notified on two occasions.

3.3 Information that is regularly provided to the Buyer and can be provided based on the Contract

3.3.1 The Seller's contact details, most important telephone numbers and the address of its website can be found in *Annex 1*.

3.3.2 The Seller shall:

- a) publish the information related to any modifications of the General terms of business;
- b) make the General Terms of Business accessible according to Point 1.1.8;
- c) provide information about the Buyer's consumption data free of charge if requested by the Buyer;
- d) publish the energy consumer checklist offering information about user rights and provided by the consumer protection authority on its website and in the customer service office;
- e) publish the contact details of the energy certifiers operating in its servicing area and performing the certification of the energy performance of buildings and the persons and organizations performing energy auditing, as well as the accessibility of the measures and programs improving energy efficiency and make them available for the Buyer free of charge at the customer service office;
- f) supply the available invoicing and consumption data related to the Buyer's data and specified by the Buyer in the form of user information to the energy efficiency provider specified by the Buyer within 15 days, if requested by the Buyer;
- g) provide such information and advisory on energy efficiency to the energy consumers at its customer service office and on its website that helps to shape consumers' conscious energy consumption approach and contains practical and useful information about the energy-saving opportunities feasible for the different consumer target groups and the aid schemes available for their implementation, in accordance with Act LVII of 2015 on Energy Efficiency.
- h) maintains a list of the representative bodies.

3.4 Communication with the System administrators

3.4.1 The task of System administrators is to transmit the natural gas to the Buyers and ensure the necessary technical infrastructure. The detailed obligations and rights of the System administrators are determined in the legal regulations in force, the OCR, the general terms of business of the System administrators and the contracts concluded with the System administrators based thereon. The System administrators operate their own websites, where they provide public information about their activity and

operation. The list of System administrators can be found on the website of MEKH (www.mekh.hu).

- 3.4.2 During the course of the natural gas trading service the Seller provides the Buyer with the full range of the services necessary for the trade of natural gas determined in the law. For this purpose, the Seller shall cooperate with the other license holders during its activity under the general rules of civil law and the legal regulations related to the natural gas industry and concludes contracts with the appropriate license holders. The rules of the cooperation between the Seller and the System administrators can be found in the agreements between the parties in addition to the legal regulations and the OCR.
- 3.4.3 The activities related to the supply of natural gas determined in the legislation shall be provided to the Buyer directly by the territorially competent natural gas distributor based on the distribution network access contract and connection contract concluded between the Buyer and the natural gas distributor. If authorized by the Buyer, the Seller shall jointly manage the Buyer's distribution network access contract and connection contract. In case of the Buyer's authorization, the Seller shall participate in the conclusion of the distribution network access contract and forward the Buyer's comments, requests and complaints to the competent natural gas distributor. Regardless of the joint management of these contracts, the Buyer enjoys the rights and bears the responsibilities related to the distribution network access contract.

4 GENERAL RULES OF THE SAFETY OF NATURAL GAS SUPPLY, DATA PROTECTION AND ENVIRONMENTAL PROTECTION

4.1 The guarantees regarding the Buyers' safe supply and the regulations ensuring supply

4.1.1 Provision of sources and ensuring the utilization of the cooperating natural gas system

4.1.1.1 Under the guarantee conditions specified in the Contract, the Seller shall ensure the availability of the natural gas sources and the booked capacity needed to satisfy the Contracts concluded with the Buyers. For this purpose the Seller shall directly or indirectly conclude contracts:

- a) to purchase natural gas,
- b) to book transmission capacities and perform transmission tasks,
- c) to book distribution capacities and perform distribution tasks,
- d) to book storage capacities and the storage of natural gas,
- e) for the joint management of the distribution network access contract and connection contract, if authorized by the Buyer,
- f) with other participants in order to ensure other natural gas trading services in accordance with the Buyers' needs.

4.1.1.2 The Seller may conclude contract with the transmission system administrator, the transmission system operator and/or other natural gas traders to ensure the availability of optional sources and other flexibility services.

4.1.1.3 The Seller disposes of the source and system access contracts ensuring the supply of the Buyer under the Contract. The cooperation between the Seller and the System administrators is ensured under the agreements established according to the legal regulations and the OCR.

- 4.1.1.4 The Seller shall draw up a detailed source plan for the supply of the Buyers to certify that the sources satisfying the consumption per Gas year determined on the basis of the supply level undertaken by the Seller for the Buyers are available for the Seller. The source plan is not public; however the MEKH shall be entitled to review it.
- 4.1.1.5 The transmission system administrator and the territorially competent natural gas distributor shall ensure technical service safety according to the provisions of their respective general terms of business.
- 4.1.1.6 In order to eliminate Malfunctions, the territorially competent natural gas distributor shall maintain a permanently operative standby service. The general terms of business of the territorially competent natural gas distributor shall contain the provisions related to the elimination of malfunctions (e.g. elimination of gas spillages). A 24-hour telephone, included in *Annex 1* and displayed on the website, is available for Buyers to report gas leaks.
- 4.1.1.7 The territorially competent natural gas distributor shall be entitled to suspend natural gas distribution without prior notification in case human lives, property or the continuity of natural gas supply are threatened.
- 4.1.1.8 The further rules related to the transmission and distribution of natural gas can be found in the general terms of business of the transmission system administrator and the natural gas storage license holder.

4.1.2 Service safety

- 4.1.2.1 The Seller shall ensure the natural gas trading service according to the Buyer's needs specified in the Contract, with the exception of the following cases:
- a) force majeure,
 - b) maintenance works performed on the transmission or distribution systems,
 - c) the Buyer's behavior or activity infringing the Contract,
 - d) a natural gas supply emergency concerning the Buyer (restriction, measures brought by the government or the competent minister), or
 - e) refusal of the natural gas trading service for any other lawful reason.
- 4.1.2.2 The competent System administrator shall inform the Buyers about the starting time and expectable duration of the works performed on the transmission or distribution system, as well as the necessary safety measures, as specified in its general terms of business. In case of the lawful interruption of the natural gas trading service or the lawful refusal of delivery, the Seller shall bear no responsibility.

4.1.3 Financial guarantees

- 4.1.3.1 The Seller's financial background is reliable and the Seller has the contractual guarantees of the amounts determined in the GET and the Vhr.

4.2 Guarantees of data protection

4.2.1 General provisions

- 4.2.1.1 In relation to its natural gas trading activity, the Seller shall determine the guarantees regarding the protection of the personal data it processes in relation to its natural gas trading activity in the following documents as specified under Point 4.2, taking note of

the protection of natural persons regarding their personal data and the free flow of such data, as well as the provisions of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: **General Data Protection Regulation**) and Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: the **Privacy Act**).

- 4.2.1.2 With regard to its activity and the guarantees of the data protection related thereto (the scope of the processed data of the contracting party, specification of the persons who the processed data or certain parts of such data may be disclosed to, rules of procedure in case of the infringement of the rights to the protection of personal rights, etc.) and telephone voice recordings, the Seller shall fulfil its obligations to provide detailed transparent and prior information related to the data it processes as they are recommended in the General Data Protection Regulation and the Privacy Act, in compliance with the obligation of providing detailed information recommended by the National Authority of Data Protection and Freedom of Information (NAIH)
- a) in its General Data Processing Information on “the personal data processed by MVM Next Energiakereskedelmi Zrt about its natural gas users (natural gas consumers) and other clients (payers, contact persons, etc.) in relation to the natural gas trading contracts to be concluded with the natural gas users”, and
 - b) its Data Processing Information on “the personal data processed in relation to the voice recordings prepared during administration by telephone and/or personal administration”.
- 4.2.1.3 The Seller shall fulfil its obligations regarding the processing of the personal data of the contractual contact persons as described above in its Data Processing Information on “the processing of the personal data of the natural persons specified in the contracts and other documents, as well as the natural persons acting as contact persons on behalf of its other partners”.
- 4.2.1.4 The Buyer shall inform the natural person contact person/persons specified in the Contract about the availability of the above information documents and make sure that the concerned natural person(s) has/have read the given documents.
- 4.2.1.5 The above documents and the further data processing information of MVM Next Energiakereskedelmi Zrt are accessible on the website at <https://www.mvmnext.hu/adatvedelem> and at the customer service offices of MVM Next Energiakereskedelmi Zrt.

4.3 Confidentiality obligation

- 4.3.1 The parties commit themselves to keep the fact of the conclusion of the Contract, the provisions of the Contract, as well as the information and business secrets they obtain about the other party or the business partners of the other party in the course of preparing or performing the Contract in secret and treat them confidentially without disclosing them to third parties in any form without limitation in time; further, they shall only use the information they obtain to the extent it is necessary to perform the Contract.
- 4.3.2 Unless otherwise provided, the data and facts one party obtains regarding the other party and its activity in relation to the offer regarding the conclusion of a contract, particularly (but not exclusively) the existence and contents of the offer, its full text and in particular the amounts of the fees it includes, shall be deemed as business secrets.

- 4.3.3 The parties' confidentiality obligation shall extend to all the business secrets and information qualifying as protected knowledge that the parties disclose to each other, as well as all such information, documentation and data that the parties qualified as confidential (confidential information) or that the law defines as such. The confidential obligation shall continue to apply after the termination of the Contract as the effectiveness of the obligation is not affected by the termination of the Contract for any reason.
- 4.3.4 The confidentiality obligation shall extend to all the agents, contractors, business, legal and other consultants of the parties that participate in any way in the preparation and drawing up of the Contract or that participate in any way during the performance of the Contract, noting that the parties shall bear exclusive responsibility towards each other for the behavior of such persons.
- 4.3.5 In case of the infringement of the confidentiality obligation, the infringing party may be obliged to pay the contractual penalty determined under Points 7.9.7.4 b) and 7.9.7.5 b).
- 4.3.6 Neither party may disclose or make available business secrets, protected information or confidential information without the other party's prior written approval to third party/parties. This provision shall not apply to all the information to be supplied to third parties providing the Seller with legal, financial-accounting, insurance, or financial or additional financial services based on contracts, or, in case the Seller's offer stipulates the provision of a guarantee, it shall not apply to the information necessary for the conclusion and performance of the related agreements. Furthermore, unless otherwise provided by the legislation, this restriction shall not apply to the information disclosed to such third parties that qualify as the Seller's related undertaking or an entity with proprietary rights in relation thereto, or if it is a business organization belonging to the same company group as the Seller.
- 4.3.7 If a binding provision of a legal regulation so stipulates, all such data and information that are strictly necessary to fulfil the obligation prescribed in the legal regulation may be disclosed to the eligible party determined in the legal regulation without the other party's approval, taking note that the other party shall be simultaneously informed in writing about the disclosure of the information as determined in the legal regulations, in particular in Paragraphs (4) and (4a), Section 125 of the GET.
- 4.3.8 The confidentiality obligation shall not extend to any information:
- a) available to the public or information that may become public in the future due to no fault of the party obtaining it,
 - b) that was demonstrably known to the party obtaining the information before the offer was sent or the Contract was concluded,
 - c) that the party obtaining the information received through such a third party that was not bound by confidentiality obligations against the party the information refers to,
 - d) the publication or disclosure of which is made compulsory by a legal regulation or the publication or disclosure of which is stipulated by the competent body (court, authority), to the extent and scope determined in the legislation, regulation or decision,
 - e) that the other party independently developed or created independent of the other party, which can be demonstrated with written evidence.

- 4.3.9 By concluding the Contract, the non-natural person Buyer agrees that the Seller as tenderer may mention the Contract (the Buyer's name, the term of the Contract and the Contracted Amount) as reference in tendering procedures related to natural gas trading services initiated by other users.

4.4 Environmental requirements and provisions to fulfil the requirements

- 4.4.1 The Seller shall follow up the provisions of the environmental legislation concerning the Seller's activity and regulates its environmental tasks in the Environmental Regulations issued as a CEO instruction. As part of the integrated management system, the Seller operates an environmental management system certified under the MSZ EN ISO14001 standard.
- 4.4.2 The Seller shall perform its activity in compliance with the environmental requirements in force. It shall manage and store the hazardous materials used for its activity according to the applicable regulations and dispose of the hazardous waste with the involvement of the authorized external contractors according to the legislation.
- 4.4.3 The Seller shall continuously measure and analyze the energy resources needed to perform its activity and the use of these resources in order to keep developing its energy efficiency and improve its performance. It introduces and operates an energy management system based on Standard MSZ EN ISO 50001:2012.

5 QUALITY REQUIREMENTS OF NATURAL GAS TRADING SERVICES AND THE NATURAL GAS MARKETED

5.1 Quality characteristics of the natural gas trading activity provided by the Seller

- 5.1.1 During its activity the Seller ensures the continuity of the natural gas trading activity, the safety of supply, as well as the proper service and information provided to the Buyers through its customer service, customer relations and communications channels. The quality characteristics of the natural gas trading service provided by the Seller shall comply with the conditions recorded in the Contract, the legal regulations and the OCR.
- 5.1.2 The Seller operates an energy management system based on EN ISO 50001 and certified by an accredited certifying.
- 5.1.3 The Seller's IT system used to issue invoices as the certification under Paragraph 1(c), Section 100 of the GET.
- 5.1.4 Based on its authorization under the GET, MEKH may establish the minimum quality requirements of the Seller's natural gas trading activity concerning the Buyers (Guaranteed services), which the Seller shall continuously comply with during its activity. The list of the Guaranteed services, the legal consequences of the Seller's failure to perform the Guaranteed services and the rules of procedure of the Guaranteed services are included in *Annex 3*.

5.2 Quality requirements of the natural gas marketed

- 5.2.1 The quality of the natural gas provided by the Seller shall comply with the regulations in Annex 11 of the Vhr, in the light of the provisions of Section 66/A of the Vhr.
- 5.2.2 The Seller shall deliver the natural gas odorized to the Buyer. The transmission system administrator shall perform the odorization of the natural gas at the specified points of the high pressure transmission pipeline. The composition of the odorizing substance and the quantities to be fed in are included in the general terms of business of the transmission system administrator while the rules regarding the control of the quality of odorization can be found in the general terms of business of the natural gas distributor.

5.3 The rules of procedure of the quality control of natural gas

- 5.3.1 The measurement and control of the quality of the natural gas fed in the cooperating natural gas system shall be performed by the transmission system administrator according to the provisions of the OCR.
- 5.3.2 The transmission system administrator shall be responsible for ensuring the quality characteristics of the natural gas fed in the cooperating natural gas system. The Parties accept the quality characteristics provided by the transmission system administrator for their settlement procedures according to the Contract.
- 5.3.3 The quality of the natural gas delivered to the Buyer complies with the requirements related to gas group 2H in Standard MSZ 1648. The natural gas shall be delivered to the Buyer in odorized form.
- 5.3.4 The quality parameters of natural gas continuously measured according to the OCR:
- a) composition (measured with process gas chromatograph);
 - b) relative density (MSZ ISO 6976);
 - c) calorific value and heat of combustion (MSZ ISO 6976);
 - d) Wobbe index.
- 5.3.5 The fluctuation of the daily mean calorific value (mean calorific value) may not exceed the $\pm 5\%$ range of the contracted calorific value with the exception of the Abnormal course of business, Malfunctions, maintenance works or Force Majeure.
- 5.3.6 It shall be considered a quality defect if the deviation from the quality stipulated in the Contract exceeds the tolerance determined therein for reasons attributable to the Seller. The duration of the quality defect shall be the period lasting from the last measurement day before taking the examined and objected sample and the day of eliminating the quality defect or the modification of the Contract.
- 5.3.7 From the aspect of the pressure of the natural gas as a quality element, it shall be considered a quality defect if it falls under the minimum value with the exception of the Abnormal course of business, Malfunctions, maintenance works or Force Majeure.
- 5.3.8 If natural gas of non-complying quality appears in the cooperating natural gas system, the Seller may initiate the suspension of the service with the System administrator.

5.3.9 Rules of procedure of quality objections

- 5.3.9.1 In case of natural gas not complying with the quality parameters, the parties shall proceed according to this Point 5.3.9. If the Buyer accepts the offered gas of differing quality (including if the natural gas has to be considered accepted according to provisions of Point 5.3.9.9), the parties shall record their rights and obligations for this purpose in a separate agreement. Either party may initiate the conclusion of this separate agreement.
- 5.3.9.2 If the parameters of the natural gas is proven not to comply with the quality specified under Point 5.2.1 (natural gas outside specification), the Seller shall notify the Buyer about the expected or actual extent of the deviance from the specification immediately upon becoming aware of it.
- 5.3.9.3 If the Buyer becomes aware of the natural gas of differing quality in a way other than that specified under Point 5.3.8, he/she may raise an objection towards the Seller against the quality data only in writing, noting that the complaint about natural gas quality concerning the basis of settlement may only be well-founded if the Buyer reports the observed quality defect immediately or no later than within 4 (four) hours after becoming aware of it. In any other case, the quality objection shall be considered unfounded.
- 5.3.9.4 Following the report made by the Buyer according to Point 5.3.9.3, the Seller shall immediately start investigating the quality complaint during which only the Seller shall be entitled to act towards the transmission system administrator. The Seller shall inform the Buyer about the result of the investigation within 30 (thirty) days.
- 5.3.9.5 The Seller shall forward the reported gas quality complaint to the transmission system administrator and the natural gas producer and cooperate in its investigation.
- 5.3.9.6 The allowed tolerance of determining the quality data involving legal effects may be maximum ± 1 (one) % compared to the control measure performed by Government Office of the Capital City Budapest or the accredited organization licensed to make the examination.
- 5.3.9.7 If the parties have a sample of the objected natural gas taken jointly in accordance with the relevant technical requirements (natural gas sampling directives), the parties shall consult each other on its examination. In the absence of an agreement, the sample shall be sent to the Government Office of the Capital City Budapest for the decisive examination.
- 5.3.9.8 If the Seller does not recognize the quality objection but the Buyer does not have a sample of the natural gas, the Seller shall certify the actual natural gas quality of the concerned period with the documents available to it. Failing that, the parties shall attempt to meet an agreement with the involvement of experts and the Government Office of the Capital City Budapest.
- 5.3.9.9 After being notified by the Seller or otherwise becoming aware of the natural gas of deviating quality, the Buyer may require the interruption of natural gas delivery, regardless of the procedure of the quality investigation. If the quality of the delivered natural gas deviates from the quality determined in the Contract but the Buyer fails to make an objection against the delivery of natural gas within 2 (two) working days after becoming aware of this, the Buyer shall be considered to have accepted the natural gas of deviating quality. In this case, the provisions of Point 5.3.9.1 shall prevail.

- 5.3.9.10 If the Buyer's quality objection is well-founded, the Seller shall take the necessary correction measures and the Buyer shall be entitled to exercise the legal consequences determined in the General Terms of Business against the Seller.
- 5.3.9.11 If the Seller does not consider the Buyer's quality objection well-founded, it shall refuse the Buyer's objection and continue the trading of natural gas according to the provisions of the Contract. If the Buyer requested the interruption of the delivery of natural gas, the Buyer shall bear exclusive responsibility for its consequences. If the Buyer disagrees with the refusal, he/she may initiate a lawsuit according to Point 7.13.3.
- 5.3.9.12 If the quality of the natural gas changes for reasons not attributable to the Seller, no breach of contract occurs but the Buyer shall be entitled to refuse accepting the natural gas of defective quality.
- 5.3.9.13 If the Seller wishes to deliver natural gas of quality parameters deviating from the contracted values to ensure the contractual supply of the Buyer or if it is unable to fulfil the contracted quality conditions, the Seller shall be entitled to request a contract amendment, which may also concern the partial quantities.
- 5.3.9.14 In order to ensure the continuous maintenance and safety of natural gas supply, the Seller shall be entitled to provide natural gas with characteristics differing from the contract but complying with the standard conditions without prior notification but informing the Buyer thereof in writing at the same time. The Seller shall inform the Buyer about the expectable duration of delivering natural gas of such deviating quality. If the expectable duration exceeds 10 (ten) days, the Parties shall immediately consult each other about the amendment of the Contract.

6 WAYS AND DETAILED RULES OF SATISFYING USER NEEDS AND RULES OF REPORTING CHANGES ON THE BUYER'S SIDE

6.1 Procedures and rules of informing the requestor

- 6.1.1 On its own initiative or responding to the Buyer's request for an offer, the Seller may send (hand over or make) a natural gas trading offer to the Buyer specifying the important contractual conditions. Giving the offer, the Seller is not obliged to offer multiple products to the Buyer. The Seller shall prepare the offer based on the information it possesses and it has lawfully obtained or the information it received from the Buyer. The Seller may make its offer regarding the conclusion of the natural gas trading contract in person, by telephone, by post or electronically to the User.
- 6.1.2 Buyers may indicate their intention to contract with the Seller in order to use the natural gas trading service in person at the Seller's customer service office, using the central telephone lines, through the website or in writing. The contact details of the Seller can also be viewed on the website at www.mvmenergiakereskedo.hu. If the Buyer is already serviced by the Seller, the Buyer can also indicate his/her intention to contract or request an offer from the Seller through the contact person specified in the Contract.
- 6.1.3 During contracting the employees of the Seller shall describe the natural gas trading service(s) offered by the Seller and ensure the Buyers' proper information in this respect while they also register the demand for contracting. Having understood the conditions of the natural gas trading contract and received any necessary additional information, the Buyers may initiate contracting with the Seller by completing and signing the following documents:

- a) the acceptance statement provided by the Seller and forming part of the Seller's offer or the sample contract provided by the Seller, and
- b) the authorization in which the Buyer authorizes the Seller to act on his/her behalf with the territorially competent natural gas distributor and the previous natural gas trader or the universal provider (optional), and
- c) the data request document needed for contracting.

6.1.4 During the procedure of concluding the Contracts, and agent may act toward the Buyer in representation of the Seller; the Seller shall be liable for the behavior of the agent as if it acted on its own.

6.1.5 If the Trader makes an offer by phone in a recorded phone call to the User and the User accepts the Trader's contracting offer during the same phone call, the Contract becomes effective between the parties by the acceptance of the offer, which shall be deemed written in accordance with Paragraph (3), Section 6:7 of the Civil Code, considering that the recorded telephone call is suitable to recall the contents of the legal statement in an unchanged form and to identify the person of the person making the statement and the date the statement was made.

6.2 List of the data and documents requested from the requestor and the method of submitting them

6.2.1 The scope of the data requested from the Buyer in order to facilitate the Seller to prepare its natural gas trading offer shall depend on the user category the Buyer falls in. The Seller generally needs the supply of the following data to be able to prepare its offer:

- a) the Receipt point and its main characteristics (e.g. Receipt point address, nominal total capacity of consumption meter, connection contract, property boundaries, connecting network),
- b) the daily or monthly consumption data measured in the previous gas year (m³/day, MJ/day or kWh/day) by Places of consumption,
- c) the natural gas quantity to be withdrawn during the contractual period (m³/year, MJ/year or kWh/year),
- d) the requested monthly or daily minimum and maximum quantities on a daily basis (m³/day, MJ/day or kWh/day),
- e) maximum hourly peak demand on a monthly basis (m³/hour, MJ/hour or kWh/hour),
- f) annual capacity demand (m³/hour, MJ/hour or kWh/hour),
- g) dates of possible maintenance works,
- h) information regarding the flexibility and interruptibility of consumption.

6.2.2 The conclusion of the Contract requires that the Buyer supplies the data referred to in Points 6.2.2.1. – 6.2.2.3 and submits the documents specified in Point 6.2.2.4.

6.2.2.1 The Buyer shall supply the following data:

- a) Buyer's details

- i. natural persons: name, birth name, place and date of birth, mother's name, home address, address of residence or notification address, telephone number and, in case of individual entrepreneurs (IE), the tax number, registration number and the number of the individual entrepreneur ID, if any,
 - ii. other than natural persons (business organizations, etc.): company name, tax number, registration number (e.g. company registration number), registered office, notification address, telephone number,
 - b) Details of the Place of consumption (address, topographical lot number, legal title of use, measurement point ID (POD)),
 - c) method of settlement and payment.
- 6.2.2.2 If, in addition to the Buyer, a Payer is also entitled to make payments regarding the Contract, the Payer's details shall also be supplied as determined above, depending on whether it is a natural person or other than a natural person.
- 6.2.2.3 In case of a Buyer or Payer with a foreign home address, it is also necessary to supply the telephone number and electronic mail address.
- 6.2.2.4 In order to conclude the Contract, the Buyer shall present or submit to the Buyer the following documents:
- a) natural persons (Buyer, Payer, representative): documentary proof of identity and certificate of domicile; in case of individual entrepreneurs (IE), the tax number, registration number and the number of the individual entrepreneur ID, if any; and, in case of legal representation (parent, guard or representative), the document certifying this,
 - b) other than natural persons: the document certifying the registration (existence) of the Buyer and Payer (extract from the company register, court registration certificate, etc.) and the specimen signature of the acting/signatory person in order to certify their authorization to represent the company,
 - c) condominiums: the articles of association of the condominium or, in case of newly founded condominiums, the document certifying its inclusion in the land register shall be needed;
 - d) a regular authorization in case of action by a representative,
 - e) in case of a change of users, a statement or record (e.g. handover record) that documents the meter reading(s) and meter identifier(s) recorded by the old and new Buyers at the time of handing over the consumption meter, if the Place of consumption is equipped with a consumption meter,
 - f) the document certifying the legal title of using the property and the eligibility to contract, noting that the details not needed for the transference (e.g. property purchase price) shall be defaced, such as
 - i. if the Buyer is the owner of the Place of consumption, the document certifying the Buyer's capacity as owner (a copy of a property deed from the land register issued within the last 30 days or the sale or gift contract, record of the executory procedure, record of auction),
 - ii. if the previous owner deceased, the death certificate of the previous Buyer and the grant of probate; in the absence of the grant of probate, certification of the Buyer's entitlement to use the property (the death certificate does not certify the ownership but the Seller is entitled to accept it until the grant of probate is issued, if necessary),

- iii. in case of the previous Buyer's liquidation without a legal successor, the official document certifying this,
 - iv. in case of right of use, a property deed from the land register issued within the last 30 (thirty) days or a document certifying the right of use,
 - v. in case of a rental or right of tenancy, the rental agreement or tenancy agreement / in case of a change of tenants, the rental agreement and the owner's statement of approval if the property is not let by the owner,
 - vi. in case of a property owned by the municipal government, the decision of the municipal government to provide the property or the tenancy agreement signed with the asset manager.
- g) if the new Buyer is not the owner of the Place of consumption (but uses the Place of consumption as a tenant or on other grounds), the written statement of the owner of the Place of consumption about transferring his/her right to book capacity to the new Buyer.
- 6.2.2.5 In case of justified unusual cases, the Seller shall be entitled to determine the range of data and documents to be supplied beyond those specified under Points 6.2.2.1. to 6.2.2.4.
- 6.2.2.6 The Buyer shall make the data and documents needed to conclude and amend the Contract available to the Seller even if it already has a Contract with the Seller regarding another Place of consumption.
- 6.2.2.7 Based on the document proving the identity or the right of representation (personal ID, passport, driving license, authorization), the Seller checks if the acting person has the authorization to conclude contracts and represent the Buyer and if the details in the Contract are identical with those in the given document.
- 6.2.2.8 The Seller may make copies of the documents presented by Seller. All such personal details that the Seller is not entitled to process or in relation to which the Seller does not have a purpose of data processing (e.g. purchase price of property, contractual terms nor related to the provision of natural gas supply, etc.) shall be deleted or defaced in the copies made by the Seller or the documents not directly submitted by the Buyer to the Seller (sent by post or in email). Regarding the document personally submitted or the copy made by the Seller of the document, the Buyer certifies with his/her signature that he/she has approved of the processing of the data in the document. In case of the documents sent by the Buyer to the Seller by post or in email (not submitted in person), the Buyer shall be deemed to have approved of the processing of his/her data in the document in the absence of his/her signature. The Seller shall be entitled to store the copy or the document sent and use them in any legal dispute that may arise against the Buyer.
- 6.2.2.9 If the Buyer fails to make the data and documents specified under Point 6.2.2, the Seller shall notify the Buyer.

6.3 Characteristics of the natural gas trading contracts

- 6.3.1 With the exceptions determined in the General Terms of Business, the Seller only provides the possibility for the Buyers to contract in writing. For the purposes of the General Terms of Business, unless otherwise provided for in the law, the written form shall mean any such method with which it is possible to retrieve the contents of the legal statement in an unchanged form and identify the person of the maker of the statement and the date of making the statement, such as, in particular, paper-based

(letter, form, etc.) and, unless otherwise provided for in the law, electronic forms of communication, as well as the voice recording.

- 6.3.2 The Contract shall be concluded in accordance with the contents of Point 7.1. Unless otherwise agreed, the Contract is concluded when the last party to sign the Contract has signed it or in cases of implicit acceptance as determined in the General Terms of Business.
- 6.3.3 If the Buyer signed the draft contract with a disagreement, the Contract shall only be concluded after reaching an agreement or common position on the contents of the disagreement.
- 6.3.4 If the Buyer fails to return the draft contract to the Seller within the timeframe while the offer is binding as determined by the Seller or if the Buyer fails to declare his/her position, not including the cases mentioned under Point 7.1.1.7, the offer ceases to be binding to the Seller.
- 6.3.5 If a fixed-term Contract is concluded with the Buyer and the Contract is not extended by the parties but the natural gas supply of the Buyer is not taken over by another natural gas trader or if the Buyer fails to ensure his/her supply, then the Seller may keep ensuring the Buyer's natural gas supply based on a Contract for an indefinite period against the Basic tariff package or Transfer price in order to maintain the continuity of the Buyer's natural gas supply except if the Buyer expressly objects to this in writing. In the latter case, the Seller shall terminate the Buyer's natural gas supply on the expiry of the contract period specified in the Contract or, if the expiry took place earlier, no earlier than 30 (thirty) days before receiving the Buyer's objection (termination notice) on the last gas day of the gas month. The Buyer shall be responsible for the legal consequences of any network access without contract.

6.4 The procedure applied in case of a change of Buyers (transfer)

- 6.4.1 If the Buyer wishes to discontinue using the natural gas trading service regarding a Place of consumption under the Contract (for example, the Place of consumption is sold or the Buyer moves out, not including the corporate law changes), he/she shall report this to the Seller no later than 15 days after discontinuing to use the service and, if the Seller does not manage the Contract and the distribution network access contract jointly, the concerned natural gas distributor. The report shall contain the details determined under Paragraph (4), Section 23/B of the Vhr. The Seller shall be eligible to refuse the implementation of the change of users as long as the report does not contain the details determined under this point.
- 6.4.2 If a new Buyer wishes to withdraw natural gas at the Place of consumption after the change of users, the report described under Point 6.4.1 shall be signed by both the Buyer and the new Buyer in a way suitable to have a legal effect (e.g. with their authorized signatures). At the time of making the report, the new Buyer may notify the Seller about his/her intention to conclude the natural gas trading contract.
- 6.4.3 During the change of users the reading of the consumption metering equipment shall be included in the record signed by the former and the new Buyer and this data will form the basis of settlement. If such a record is not made, the basis of settlement shall be the meter reading established at the time of the on-site meter checking performed by the natural gas distributor. The recommended template of the handover record is included in *Annex 1*.

- 6.4.4 If there is a change in the person of the Buyer or if the use of the natural gas trading service is discontinued, the natural gas distributor shall perform an on-site check of the condition of the connection pipe, the consumer pipe and the consumption metering equipment and enter the results of the check, inclusive of the meter readings, in a record. The natural gas distributor shall hand over or send by post one copy each of the record signed by the parties to the former and the new Buyer. In case of a change of users, the on-site check is performed free of charge.
- 6.4.5 The Contract may be modified or terminated according to the conditions determined in the Contract. If the Buyer has a fixed-term Contract or one with a Loyalty period, the Contract may also be terminated before the expiry of the fixed term or the Loyalty period with mutual agreement (in order to avoid the possible adverse consequences set forth in the Contract) in the event of the Buyer moving away from the Place of consumption or discontinuing to use the natural gas trading service.
- 6.4.6 In case the use of the natural gas trading service is discontinued, the cancellation becomes effective or the termination of the Contract by mutual agreement comes into effect on condition that the Buyer has fully settled his/her overdue debts towards the Seller. If the Buyer's cancellation or the termination with mutual agreement cannot become effective due to the Buyer's existing overdue debt, the Seller shall notify the Buyer thereof specifying the exact reason(s) by post or electronically, which may also be in email if so agreed with the Buyer, and the Seller shall provide the Buyer a 15-day deadline starting from the date of the letter of notification to settle the overdue debt and notify the Seller thereof.
- 6.4.7 If the change of users is reported late, the Buyer shall be liable for the use of the natural gas trading service at the concerned Place of consumption (in particular but not exclusively for the price of the withdrawn gas and the related other fees), as well as pay the Seller any incurred extra charges or contractual penalties until the Contract is terminated according to Points 6.4.5 and 6.4.6.
- 6.4.8 If the change of users is not reported or it is reported late, the Seller shall be entitled to charge contractual penalty against the Buyer according to Point d), Section 7.9.7.4.
- 6.4.9 The new Buyer shall be entitled to use the system with a valid and effective distribution network access contract.
- 6.4.10 The new Buyer shall supply the data and present the documents defined under Section 6.2.2 in order to conclude (modify) the Contract.
- 6.4.11 If the new Buyer does not notify the Seller that he/she does not wish to use the Seller's natural gas trading service in relation to the Place of consumption concerned with the change of users but the new Buyer consumes natural gas after the change of users, then a contract for an indefinite period is established between the Seller and the new Buyer. In this case the Seller shall provide and charge the natural gas trading service to the Buyer according to the Basic tariff package or the Transfer price. Regarding settlement and termination, the general terms and conditions determined in the General Terms of Business shall apply.
- 6.4.12 If the new Buyer notifies the Seller that he/she wishes to use the Seller's natural gas trading service in relation to the Place of consumption concerned with the change of users, the new Buyer thereby initiates the conclusion of the Contract. If the new Buyer already has a Contract with the Seller, the existing Contract may be modified. If the new Buyer fails to meet his/her obligations specified under Point 6.4.10, then the Seller calls on the new Buyer to supply any missing data or documents. If the new Buyer fails

to do so within the given timeframe and does not initiate the change of traders regarding the Place of consumption and, consequently, the Place of consumption continues to be supplied by the Seller, then a Contract for an indefinite period is concluded between the Seller and the new Buyer. In this case the Seller shall provide and charge the natural gas trading service to the Buyer according to the Basic tariff package or the Transfer price. Regarding settlement and termination, the general terms and conditions determined in the General Terms of Business shall prevail and apply. The provisions of this point shall also be applied if the Seller has made a natural gas trading offer to the new Buyer but the Buyer fails to accept it until the deadline specified in the offer and the new Buyer does not initiate the change of traders regarding the Place of consumption.

- 6.4.13 If at the time of reporting the change of users the new Buyer notifies the Seller that he/she does not wish to use the Seller's natural gas trading service in relation to the Place of consumption, then the Seller shall provide and charge the natural gas trading service to the new Buyer in relation to this Place of consumption according to the Basic tariff package or the Transfer price between the change of users and the change of traders. If a Contract is concluded between the new Buyer and the Seller after the change of users, then the settlement of accounts and the termination of the Contract shall take place between the parties as determined in the Contract.
- 6.4.14 If the parties so agree, any change occurring in the persons of the parties shall be deemed as a contract amendment (transfer of contract) except if the change means universal succession, statutory separation of activities or a change of names. The party concerned by the change shall notify the other party within fifteen (15) days after the occurrence of the change even in the latter cases and shall be liable for any damages arising from its failure or delay to make this notification.

7 GENERAL TERMS OF CONTRACT

7.1 Conclusion, term and general provisions of the Contract

7.1.1 Conclusion and entry into effect of the Contract; starting time of the provision of the natural gas trading service

- 7.1.1.1 As a general rule, the Contract shall be concluded by the signatures of the parties (including the acceptance of the offer as described under Points 7.1.1.6 and 7.1.1.8) or by acceptance by conduct, considering the contents of Points 6.3.2 – 6.3.5. The Contract may also be concluded on the basis of an express provision of the law (e.g. Points (2), (3), Section 20 of Government Decree 296/2015. (X.13.).
- 7.1.1.2 The Contract shall come into effect on the date specified in the Contract. Unless provided otherwise, the Contract shall come into effect on the day it is signed by the parties (or on the day it is signed by the party signing it last if the parties do not sign it at the same time) or when the acceptance by conduct takes place.
- 7.1.1.3 As determined in the Contract, the parties shall conclude the Contract for a fixed-term or indefinite period.
- 7.1.1.4 The Contract shall specify the starting time of the provision of the natural gas trading service. Unless provided otherwise, the starting time of the provision of the natural gas trading service shall be the start of the gas day after the successful change of traders.

- 7.1.1.5 The General Terms of Business, the whole of which is considered general terms of contract, shall form an integral part of the Contract. In matters not regulated in the Contract, the terms and conditions specified in the General Terms of Business shall prevail and apply. If the Contract does not contain any specific differences from the provisions of the General Terms of Business, then the General Terms of Business shall supplement the terms and conditions set forth in the Contract.
- 7.1.1.6 The Contract shall also be concluded if the Buyer accepts the Seller's binding offer containing the important contractual terms by making a statement of acceptance of that offer, regardless of whether the full Contract is put to writing by both parties at a later time or the full Contract is not put to writing due to reasons not attributable to the Seller. In this case, the Contract shall be concluded when the addressee party receives the acceptance statement according to Paragraph 6:69 of the Civil Code.
- 7.1.1.7 The Contract or the amendment of the Contract shall be concluded by the parties by acceptance by conduct if the Buyer fails to make a statement to the Seller's binding offer within the timeframe determined in the offer. The offer shall be valid on condition that:
- a) in its offer, the Seller drew the Buyer's attention clearly and prominently of the fact that the Buyer's failure to make a written statement within the given timeframe shall be deemed as the acceptance of the offer and the conclusion of the Contract or the amendment of the Contract,
 - b) the Seller provided an appropriate timeframe of at least 15 (fifteen) days to make the statement, and
 - c) the Seller sent its offer to the Buyer in a way that its receipt by the Buyer can be certified.
- 7.1.1.8 The Contract shall also be concluded if the Seller accepts the offer made to the Buyer and the Buyer has received the acceptance statement, regardless of whether the full Contract is put to writing by both parties at a later time or the full Contract is not put to writing due to reasons not attributable to the Seller. In this case, the Contract shall be concluded when the addressee party receives the acceptance statement according to Paragraph 6:69 of the Civil Code.
- 7.1.1.9 The Contract shall also be concluded if the Buyer granted the right of last offer to the Seller in the existing, valid and effective Contract between the parties and the Seller makes an offer whose contents are identical with the important contractual terms specified by the Buyer or are not more adverse for the Buyer before the deadline specified in the Contract, which is received by the Buyer.
- 7.1.1.10 By signing the Contract, the Seller and the Buyer state that:
- a) they validly exist according to the Hungarian laws and they are able and entitled to conclude and perform the Contract while they also possess all the authorizations and authority permissions needed to perform the Contract;
 - b) they are not subject to any ongoing compulsory bankruptcy proceedings, winding-up or liquidation proceedings;
 - c) they are not subject to any legal or other proceedings before a court, administrative authority or other authority that may prevent or adversely affects the performance of the provisions of the Contract;
 - d) the Contract is signed with due authorizations and contains the valid and legally binding commitments of the parties, which can be enforced according to the conditions contained therein;

- e) the conclusion and performance of the Contract does not result in the infringement of the given party's instrument of incorporation or any other agreement or instrument concluded by the given party.

7.1.1.11 By signing the Contract, the Buyer states that the conclusion of the Contract is not prevented in any other way on the Buyer's side, and:

- a) the natural person Buyer is not limited in his/her capacity to act and so he/she is entitled to conclude the Contract;
- b) the Buyer has already terminated his/her former natural gas trading contracts related to all the Places of consumption subject to the Contract according to the provisions of the law or the concerned natural gas trading contract or will terminate any such contracts, inclusive of the settlements of any related payment or other obligations, within such a timeframe that makes him/her capable of performing the Contract, considering both the effective date of the Contract and the starting time of the provision of the natural gas trading service;
- c) the Buyer has a distribution contract with the territorially competent natural gas distributor regarding the Places of consumption under the Contract;
- d) the Buyer has the right to book capacities for the Place of consumption noting that, if the Buyer is not the owner of the Place of consumption, then the Buyer shall present to the Seller the statement of the owner of the Place of consumption on the transfer of the right to book capacities considering the provisions of Point 7.3.3 no later than at the time of concluding the Contract;
- e) where it is compulsory according to the legal provisions, in case of all the Places of consumption under the Contract, the Buyer has a meter equipped with a data transmission system according to the OCR, which is capable of automatically managing and forwarding the measurement data or that the Buyer will have such equipment within the deadline necessary for the performance of the Contract, considering both the effective date of the Contract and the starting time of the provision of the natural gas trading service.

7.1.1.12 The Seller shall principally conclude Contracts with unique terms and conditions with Buyers having consumption meters of the nominal (total) capacity of 100 m³/hour or more, while it shall mainly conclude Contracts applying the general terms of contracts in case of users eligible for Universal service or Buyers having consumption meters of the nominal (total) capacity of 20 m³/hour or more but not higher than 99 m³/hour. In case of the Buyer's unique needs, a Contract with unique terms and conditions shall be concluded.

7.1.1.13 The general content elements of the Contracts concluded by the Seller with users not eligible for Universal service are listed in *Annex 3*.

7.1.1.14 The contract template and general terms of contract of the Contract to be concluded with users eligible for Universal service are included in *Annex 4*. In case of the Buyers' unique needs, the Seller shall be entitled to conclude a Contract differing from the contract template determined in *Annex 4* and containing unique contractual terms in case of such Buyers.

7.2 The parties' rights and obligations

7.2.1 The Seller shall provide the Buyer natural gas trading service(s) in accordance with the terms of the Contract against the Buyer's payment of the fees specified in the Contract.

- 7.2.2 The natural gas trading services provided by the Seller can be used on condition that the Contract is validly concluded and comes into effect and that the change of traders successfully takes place in relation to the Places of consumption under the Contract; further, if the Seller requires a financial guarantee as a condition of starting the natural gas trading service, then the Buyer shall provide it to the Seller as determined in the Contract.
- 7.2.3 Based on the Contract, the Seller shall be obliged to purchase the quantity of natural gas needed to supply the Buyer according to the Contract, book the capacities needed to transmit it to the Place of consumption and sell the Buyer the quantity of natural gas determined in the Contract, while the Buyer shall be obliged to receive the natural gas made available to them and pay the price thereof in due time.
- 7.2.4 The Seller shall be entitled to unilaterally modify the Contract in cases determined in its General Terms of Business. The rules applying if the tariffs or the price of the natural gas is unilaterally modified are included in Point 7.5.3. The Seller shall be entitled to unilaterally modify the General Terms of Business according to Point 1.4.
- 7.2.5 The Parties agree that they will at all times act in cooperation and based on mutual consultation while exercising their rights and fulfilling their obligations related to the Contract. While exercising their rights and fulfilling their obligations arising from the Contract and checking the proper performance of the Contract, the Seller and the Buyer shall act according to the requirement of good faith and fair dealing. The Seller shall continuously check and monitor the proper performance of the contract.
- 7.2.6 The Parties shall immediately notify the other party about any changes concerning their person and legal status that may take place after the Contract comes into effect or any changes concerning the performance of the Contract (including, in particular, if either party is subject to bankruptcy proceedings, winding-up or liquidation proceedings or if any user or technical data specified in the Contract changes). The defaulting party shall be liable for any damages arising from failing to fulfil this obligation.
- 7.2.7 Under the Contract, the Seller shall provide the Buyer:
- a) notification of any extraordinary events it has become aware of that may significantly affect the Buyer's expectable natural gas consumption, and
 - b) the Buyer's representation towards the competent system administrator according to the Buyer's needs.
- 7.2.8 Under the Contract, the Buyer shall make sure to report to the Seller all extraordinary events that may affect his/her expectable consumption of natural gas.
- 7.2.9 Unless agreed otherwise, the operation, repair, maintenance, authentication, review and replacement, as necessary, of the consumption metering equipment (metering system) shall be the owner's duty. Any transformation or maintenance of the metering system in the owner's possession may only take place with the previous agreement of the Seller and the natural gas distributor and the participation of the concerned natural gas distributor. The construction of the measuring point needed to install the consumption metering equipment and the arrangement of installing the metering equipment shall in all cases be the Buyer's duty at his/her own expenses.
- 7.2.10 The Buyer shall make it possible for the System administrator or its representative to read the consumption metering equipment, access and check the stored metering data and install and remove the metering equipment.

- 7.2.11 The protection and preservation of the consumption metering equipment and the pressure regulator shall be the Buyer's duty regardless of their ownership. If the consumption metering equipment or the pressure regulator is replaced due to the Buyer's failure to ensure its protection, the related costs shall be borne by the Buyer.
- 7.2.12 The Seller and the natural gas distributor (or their representatives) shall be entitled to check the operation, integrity and authenticity of the metering equipment and pressure regulator installed at the Buyer, as well as the existence and integrity of the cover seals on the meter at any time, the conditions of which the Buyer shall ensure.
- 7.2.13 If the Seller detects any irregularity at the time of the above-mentioned checks or becomes aware of them in any other way (including the irregularities of the closing fittings built in the bypass pipe of the meter), the Seller shall be entitled to correct the already charged gas volume retrospectively, the price of which the Buyer shall pay.
- 7.2.14 The Buyer shall without delay report to the Seller if he/she detects or suspects a disorder of the consumption metering equipment, the corrector or the transmitting telemechanical system.
- 7.2.15 The Buyer shall facilitate the performance of the on-site check by the natural gas distributor or its representative in order to ensure that the requirements of safe gas consumption are met and shall cooperate during the performance of the check.
- 7.2.16 While exercising his/her rights under this Contract, the Buyer shall consider the contents of its connection contract in effect regarding the connection of the Place of consumption and the general terms of business of the competent natural gas distributor
- 7.2.17 The rights and obligations of the Seller and the Buyer shall be determined in the Contract, the General Terms of Business and the legal regulations in effect

7.3 Conclusion of the Contract and the management of unique conditions

7.3.1 General provisions

- 7.3.1.1 Unless provided otherwise, the parties shall conclude a Contract of full supply, based on which the Places of consumption under the Contract shall be exclusively supplied by the Seller and the Buyer shall ensure the natural gas demand of such Places of consumption exclusively through the Seller.
- 7.3.1.2 The Parties may agree in the Contract that the Buyer shall be subject to an obligation to report Daily consumption demand reports (nominating) regarding the Places of consumption under the Contract as determined in the Contract. The detailed rules regarding the Daily consumption demand reports (nominating) shall be determined in the Contract. If the Buyer makes a mistake in the Daily consumption demand report (nominating), then the Seller shall be entitled to oblige the Buyer to pay nominating deviation surcharge according to the provisions of the Contract.
- 7.3.1.3 The Seller shall conclude a Contract with the Buyer containing unique conditions if the Buyer has unique needs differing from the standard demands or if the Buyer wishes to use the natural gas trading services provided by the Seller with conditions differing from the standard conditions (e.g. public procurement procedures, procurements of user communities). The Buyer shall indicate his/her unique needs clearly and separated in his/her request for offer before the conclusion of the Contract

and make the instruments supporting his/her unique needs or any other documents available to the Seller. If the Seller is able to and undertakes to satisfy the unique needs, it shall prepare its natural gas trading offer accordingly and send it to the Buyer.

7.3.2 Loyalty period

- 7.3.2.1 For a determined set of customers and in case of a Contract for an indefinite period, the Seller ensures the possibility of undertaking a Loyalty period for the duration determined in the unique section of the Contract so that the loyal customers can use the Seller's natural gas trading services with unique conditions.
- 7.3.2.2 During the Loyalty period the Buyer may conditionally use the unique tariff packages as determined in the Contract and the General Terms of Business. If the Contract is terminated due to reasons attributable to the Buyer or the natural gas trading service is suspended at the Buyer's request during the Loyalty period, then the Buyer loses his/her eligibility to use the preferential tariff package retrospectively from the starting date of the Loyalty period and the Buyer shall settle accounts with the Seller retrospectively according to the currently valid Basic tariff package, as well as pay the resulting extra expenses of the Seller calculated on the basis of the contracted annual natural gas volume.
- 7.3.2.3 The Loyalty period shall be automatically extended by 1 (one) year each time if the Buyer fails to notify the Seller in writing that he/she does not wish to renew the Loyalty period before the 90th (ninetieth) day preceding the expiry of the Loyalty period.
- 7.3.2.4 If the Buyer notifies the Seller that he/she does not wish to renew the Loyalty period, this in itself shall not be deemed as the expression of his/her intention to terminate the Contract. In this case, the Contract shall remain in effect between the parties as a Contract for an indefinite period noting that the Seller shall not be obliged to ensure unique conditions or a preferential tariff package for the Buyer after the expiry of the Loyalty period. Accordingly, if the Loyalty period is not renewed based on the Buyer's written notice and the Contract does not terminate on the day of expiry of the Loyalty period, then the Seller shall provide and charge the natural gas trading service against the currently valid Basic tariff package after the expiry of the Loyalty period. If the Buyer wishes to terminate the Contract at the time of the expiry of the Loyalty period or after the expiry of the Loyalty period, then the termination of the Contract shall be initiated accordingly, in accordance with the termination conditions governing the Contract for an indefinite period.

7.3.3 Transfer of the right to book capacities to tenant or user of another legal title

- 7.3.3.1 Only the owner of the Place of consumption may decide about the size of the purchased capacity of the Place of consumption. The owner of the Place of consumption may transfer its right to book capacities regarding the Place of consumption to the tenant of the Place of consumption or a person using it based on another legal title if the owner of the Place of consumption does not have arrears on its invoices towards the Seller or the System administrator. The owner of the Place of consumption shall notify the Seller in writing about the transfer of the right to book capacities and its size. In the absence of a written notice, no Contract may be concluded for the supply of the new user of the Place of consumption with a person other than the owner of the Place of consumption.

- 7.3.3.2 If the access of the person using the Place of consumption lawfully to the system is suspended due to a breach of contract, the owner of the place of consumption may again dispose of the capacities concerned by the transferred right to book capacities if the owner or the person holding the right to book capacities ensures the guarantees and conditions needed to terminate the suspension and settles the arrears on the invoices towards the creditor.
- 7.3.3.3 The owner of the Place of consumption may again exercise its right to book capacities regarding the Place of consumption if the legal title ensuring the lawful use of the Place of consumption has terminated or if the parties have agreed in writing about the return of the right to book capacities and this agreement has been presented to the Seller and the concerned System administrator, and if there are no arrears on invoices regarding the Place of consumption towards the Seller or the territorially competent System administrator.
- 7.3.3.4 If approved by the Buyer using the Place of consumption as a tenant or based on another legal title, the Seller shall forward to the owner of the Place of consumption the Buyer's data related to its arrears on invoices (overdue debts) giving rise to disconnection in order to protect the enforcement of the owner's future right to book capacities. It is the obligation and responsibility of the owner of the Place of consumption to obtain the Buyer's consent of the transfer of his/her data and submit it to the Seller; in case of natural persons, the owner shall provide the Buyer detailed information in particular about the voluntary nature of the consent and the right to withdraw it at any time among other things, fully in accordance with the provisions of the General Data Protection Regulation (GDPR) defined under Point 4.2 before the Buyer gives his/her data transfer consent.
- 7.3.3.5 If the right to book capacities returns to the owner of the Place of consumption and these capacities are also booked with the Contract, the owner of the Place of consumption shall replace the former holder of the right.
- 7.3.3.6 The further rights and obligations related to capacity booking are included under Point 7.4.

7.4 The Seller's obligations and rights related to capacity booking and its commitment to return the transferred right to book capacities

- 7.4.1 By signing the Contract, the Buyer transfers his/her right to book capacities to the Seller to the extent determined in the Contract for the duration of the Contract. The provision of the natural gas trading service cannot be started without the transfer of the right to book capacities. In the event of the termination of the Contract, the right to book capacities shall revert to the Buyer by operation of the law.
- 7.4.2 The Seller shall ensure the Buyer's supply of natural gas according to and to the extent of the capacity demand specified in the Contract. The Buyer transfers his/her right of disposition over the network access capacities registered by the System administrator to the Seller for the duration of the Contract so the Seller shall have the right of access regarding these capacities for the duration of the Contract. The Seller may freely decide on the use of the capacities and may use them during the performance of its other obligations without separate charges; the Seller shall bear any settlement or financial risks arising in relation thereto. The Seller may transfer to third parties the right to book capacities received from the Buyer.

- 7.4.3 Unless provided otherwise, if no Contract has been concluded between the parties regarding the forthcoming gas year but the Buyer submits an annual demand report regarding the forthcoming gas year before the deadline determined by the Seller, the Seller shall book the capacities for the gas year considering the submitted demand report. If the Buyer does not submit an annual demand report to the Seller until the determined deadline, then the Seller shall not book capacities for the gas year for the Buyer. All responsibilities arising from the Buyer's failure or delay to make the demand report shall be borne by the Buyer.
- 7.4.4 The Buyer shall be responsible for the demand report and the correctness of the size of the reported capacity demand. If for any reason the System administrator does not accept the capacity demand reported on the basis of the data supplied by the Buyer (e.g. it exceeds the extent of the purchased capacity), then the Buyer and the Seller shall immediately consult with each other and determine such capacity demand that is acceptable for the System administrator. In the absence of an agreement, the Seller shall be entitled to apply the purchased capacity in the records of the System administrator when booking the capacities.
- 7.4.5 The Buyer takes note that, in case of a change of traders, the Seller is obliged to take over the capacities booked by the former natural gas trader and bear their costs. In such cases, the Seller shall be entitled to recalculate the Network access fee specified in the Contract due to the take-over of the capacity and modify it by unilaterally amending the Contract.
- 7.4.6 The Buyer may report its new or increased capacity needs modifying the capacity specified in the contract to the System administrator in accordance with its general terms of business. The consultations require that the data determined in the general terms of business of the System administrator are supplied to the System administrator by completing the forms specified in the regulations and submitting them as required. The Seller shall join the negotiations with the System administrator on the conditions of satisfying the Buyer's needs to the extent required by the Buyer. The Buyer can contact the Seller using one of the contact channels listed in *Annex 1* or through its customer manager in order to negotiate the conditions of the supply that satisfies the Buyer's new or increased capacity needs. If the completion of the procedure needed to ensure the capacity (increase) is part of the commercial offer according to the parties' agreement, then the Buyer and the Seller shall continue to jointly interact with the System administrator to implement the connection and the necessary capacity increase.
- 7.4.7 The Buyer shall report to the Seller without delay but no later than within 15 (fifteen) days after the conclusion of the contract signed with the System administrator to implement the development if the realization of the Buyer's purchased capacity increase needs development (a major technical investment or construction). The Buyer shall bear all the responsibility for any damages arising from the Buyer's failure to make this report.

7.5 Pricing conditions, determination of prices, conditions of changing prices, procedure applicable in case of price changes

7.5.1 Pricing conditions

- 7.5.1.1 As the consideration for the natural gas trading service, the Seller applies unique prices or tariffs subject to predetermined contractual conditions and established

according to the characteristics of use (including the Basic tariff package and the Transfer price).

- 7.5.1.2 The unique prices shall be established in the Contract concluded with the Buyer based on the mutual agreement of the parties.
- 7.5.1.3 The Seller shall regularly review the prices assigned to the tariffs, based on which the initial price belonging to the given tariff shall be fixed at the time the offer is made and when the Contract is concluded.
- 7.5.1.4 The preferential tariffs determined by the Seller can only be used if the Buyer undertakes a Loyalty period or in case of a fixed-term Contract.
- 7.5.1.5 The Seller shall determine the valid Basic tariff package and the Transfer price and publish them in the form of a notice on its website. The currently valid Basic tariff price and the Transfer price determined in the notice shall form an integral part of the General Terms of Business. Settlement of accounts between the Parties shall take place according to the published Basic tariff package and/or Transfer price valid at the time. The Seller shall make the notices related to the Basic tariff package and the Transfer price available on its website retrospectively for 5 (five) years.
- 7.5.1.6 The consideration payable for the natural gas trading service shall evolve as determined in the Contract and will (may) be supplemented with surcharges, contractual penalties and other fees if the parties' performance deviates from the Contract.
- 7.5.1.7 If any of the indicators, factors or reference values used to determine the consideration for the natural gas trading service are not available or if their publication is stopped after the conclusion of the Contract, then the Seller shall be entitled to substitute them with such indicators, factors or reference values that are closest to realizing the goal of the Contract while notifying the Buyer at the same time. The Buyer shall be entitled to object to the indicators, factors or reference values determined by the Seller if he/she proves that the application thereof causes him/her significant disadvantage. In such cases, the Parties shall consult with each other and jointly determine the substituting indicators, factors and reference values. If the consultations do not lead to a result within 30 days after they are started, either party may initiate an appeal procedure. Until the court decides otherwise, the indicators, factors or reference values determined by the Seller shall be applied.

7.5.2 The consideration for the natural gas trading service (natural gas price)

7.5.2.1 General provisions

- 7.5.2.1.1 In return for the natural gas trading service, the Buyer shall pay the Seller the consideration for the service determined by the parties. The consideration for the natural gas trading service (natural gas price) includes:
- a) the Gas fee,
 - b) the Network access fees, and
 - c) other fees.

7.5.2.2 Gas fee

7.5.2.2.1 The Gas fee shall be determined as the product of the delivered/received amount of heat or energy and the net unit price of natural gas or tariff determined in the Contract. The net unit price of natural gas and the tariff type shall be fixed in the Contract. The net unit price of natural gas or tariff applied by the Seller is a free market price, which is not subject to the approval of the MEKH.

7.5.2.2.2 In case of certain tariffs it determines, the Seller may provide the Buyer fee discounts based on the Buyer's natural gas consumption according to the provisions determined under this point and in the Contract (usage fee discount). A fraction of the fixed fee of the tariff determined in the Contract and expressed as a percentage shall be credited as a usage fee discount against the invoices of the forthcoming months containing the volume charge and the Gas fee on condition that the Buyer does not have any overdue debt arising from the Contract towards the Seller at the time the amount is credited. The usage fee discount shall only be recognized in the form of crediting. If the amount of the usage fee discount creditable for the Buyer exceeds the total amount of the invoice of the given month including the Volume Fee and the Gas Fee, it shall be cumulated and its amount shall be credited up to the total amounts of the invoices of the forthcoming months including the Volume Charge and the Gas Fee noting that it is always the usage fee discount of the given month that has to be credited. If the Buyer is not entitled to receive usage fee discount in the given month, the Buyer may not request the usage fee discount to be established and applied at a later date with reference to any reason.

7.5.2.3 Network Access Fee

7.5.2.3.1 The Buyer shall pay the Seller the Network Access Fee determined in the Contract (e.g. Capacity Fee, Base Fee, Volume Charge) for the use of the cooperating natural gas network. Unless provided otherwise, the Seller shall charge the Capacity Fee and the Volume Charge in a separate invoice to the Buyer.

7.5.2.3.2 The Gas Fee may also contain a network access fee element. The user eligible for Universal service shall pay the Seller the Network Access Fee and the Gas Fee according to Annex 4.

7.5.2.3.3 The Buyer shall also pay the Capacity Fee and the Base Fee if he/she is excluded from the natural gas supply due to breach of contract or if the natural gas distributor lawfully refuses or suspends the natural gas distribution service, or if the Buyer requests the suspension of the natural gas distribution service under the Contract.

7.5.2.3.4 If the Seller becomes aware that any of the data serving as the basis of determining the Network Access Fee specified in the Contract is incorrect, then the Seller shall be entitled to recalculate the Network Access Fee specified in the Contract and retrospectively enforce it while notifying the Buyer, as well as unilaterally modify the Contract according to the correct data.

7.5.2.3.5 If the Buyer initiates the removal of the consumption metering equipment under the Contract during the Gas Year because the Buyer wishes to discontinue consuming gas or requests the replacement of the consumption metering equipment as a result of which the nominal total capacity of the Consumption metering equipment installed at the Place of consumption falls under the original value, then the Buyer shall pay the Capacity Fee specified in the Contract until the end of the Gas Year.

- 7.5.2.3.6 The Seller shall invoice to the Buyer an odorization fee related to the Settlement period and calculated on the basis of amount of the odorizing substance used and the unit price of the odorizing substance (HUF/l) established by the Authority. The odorization fee shall be invoiced as part of the Volume charge.
- 7.5.2.3.7 If the Buyer exceeds the purchased capacity and, as a result, the Seller is required to pay a surcharge to the System administrator because the purchased capacity has been exceeded, then the Seller shall be entitled to pass this surcharge on to the Buyer and the Buyer shall pay it to the Seller.
- 7.5.2.3.8 If implementing a connection or if being connected to the service during the gas year, the Buyer shall be liable for the Seller's payment obligations arising from the network access contracts concluded by the Seller in the interest, on behalf and under the authorization of the Buyer according to the Contract and based on the law.
- 7.5.2.3.9 The natural gas trading service performed by the Seller under the Contract may mediated services.

7.5.2.4 *Other fees*

- 7.5.2.4.1 The fees established in the Contract do not contain the HUSA (Hungarian Hydrocarbon Stockpiling Association) Fee under the separate legal regulation, which shall be displayed on the invoice as a separate tariff. If the HUSA Fee is modified by the competent organization, the Seller shall be entitled to unilaterally modify the HUSA Fee according to the change of the fee from the date the fee changes and charge it against the Buyer.
- 7.5.2.4.2 The taxes according to the valid legal regulations shall be charged above the unique fees and tariffs determined in the Contract, which the Seller shall separately display on the invoice.
- 7.5.2.4.3 The fees established in the Contract shall not contain consumption taxes or other public fees or charges, dues or other similar fee elements related to the legal transactions similar to this Contract and to be applied without the intentions of the Parties, such as, in particular, the value added tax (VAT), the excise duty or funds according to Section 138/A of the GET to the extent and in the time period determined in the law, which the Seller shall be entitled to charge against the Buyer or pass on to the Buyer in accordance with the valid legal regulations regardless of whether the concerned tax or other public fee or charge, due or other fee element already existed before the conclusion of the Contract or was only introduced afterwards. In case of the change of such taxes or other public fees or charges, dues or other fee elements, the Seller shall be entitled to unilaterally modify these fee elements according to the change from the effective date of the change and charge them against the Buyer.

7.5.3 Conditions of changing prices and the procedure applicable in case of price changes

- 7.5.3.1 The Seller shall be entitled to unilaterally modify the Basic tariff package and the Transfer price at any time, while it shall notify the Buyers about the modification in the form of a notice published on its website in advance.
- 7.5.3.2 The Seller shall be entitled to introduce new preferential tariffs and modify or cancel the already applied tariffs as of the first day of the forthcoming Gas Year. If the tariff is

modified or changed, the Seller shall notify the Buyer of its intention of modification or change in writing 2 (two) months before the date of effect. In the notification, the Seller shall determine the new or modified tariff and its date of effect. If the Seller changes the conditions of the contracted tariff, the Buyer shall be entitled to terminate no later than 40 (forty) days before the start of the Gas Year. If the Buyer does not exercise his/her right to terminate until the set deadline, this shall be deemed that the Buyer accepts the modification or change initiated by the Seller. If a Loyalty Period has been stipulated for the Buyer and the Loyalty Period does not coincide with the Gas Year, the above shall be applied with the exception that the first day after the expiry of the Loyalty Period shall be considered instead of the first day of the Gas Year. In case of a fixed-term Contract, where the duration of the Contract is more than one year and the contractual year does not coincide with the Gas Year, the above shall be applied with the exception that the first day after the expiry of the 1 (one) year shall be considered instead of the first day of the Gas Year. If the tariff modification is favorable for the Buyer (price reduction), the Buyer shall not be entitled to terminate the Contract with reference to this point.

- 7.5.3.3 In case of a natural gas net unit price variable based on parameters specified in the Contract (formula price), the Seller shall exercise the changes with the frequency determined in the Contract, which shall not be deemed as Contract modification so the Buyer shall not have the right to terminate and the Seller shall not have the obligation to notify the Buyer.
- 7.5.3.4 The Seller shall be entitled to unilaterally modify the natural gas net unit price determined uniquely and specified in the Contract. The Seller shall notify the Buyer in writing 2 (two) months before the date of effect of the modification of the unit price. In the notification, the Seller shall determine the modified unit price and its date of effect. The Buyer shall be entitled to terminate the Contract with 30 (thirty) days' notice starting from the date of effect of the modified unit price. If the Buyer does not exercise his/her right to terminate until the set deadline, this shall be deemed that the Buyer accepts the modification initiated by the Seller.
- 7.5.3.5 In case of a change in the regulations regarding the network access fees, the Seller shall be entitled to unilaterally change the Network Access Fee determined in the Contract according to the price change from the date of effect of the modification and charge it to the Buyer, about which the Seller shall notify the Buyer at the same time as sending the first invoice issued on the date of change the latest. In this case, the Buyer shall not have the right to terminate.
- 7.5.3.6 If the unit price of the odorizing substance and the odorizing norm change, then the Seller shall be entitled to modify the odorizing fee according to the change.
- 7.5.3.7 In case of changes in the charges, authority prices or pricing conditions prescribed in the resolution of the Authority taking place after the conclusion of the Contract, the changed charge, authority fee or pricing condition shall become part of the valid Contract and the Buyer shall not have the right to terminate in relation thereto. The Seller shall notify the Buyer of the change at the same time as sending the first invoice issued on the date of change the latest.
- 7.5.3.8 If a new financial burden is introduced in relation to the performance of the Contract during its term by a legal regulation or authority decision, the Seller shall be entitled to automatically pass on the new financial burden (with the amount unchanged) from its effective date, unless provided otherwise in the law. The Buyer shall not have the right to terminate in relation thereto. The Seller shall notify the Buyer of the new

financial burden at the same time as sending the first invoice issued with the new financial burden the latest.

7.6 Rules applicable in case of malfunctions, restrictions and interruption

7.6.1 General provisions

7.6.1.1 The rules applicable in case of malfunctions, restrictions and interruption are included in the general terms of business of the territorially competent System administrator and the legal regulations in effect.

7.6.2 Malfunction

7.6.2.1 In case of a technical Malfunction, the competent System administrator shall take steps to eliminate the error and shall be entitled to take the necessary measures for this purpose (including the initiation of restrictions) and to take the actions needed to eliminate the Malfunction without separate permissions.

7.6.3 Restriction

7.6.3.1 In case of a Natural Gas Supply Crisis of emergency level, the natural gas consumption of the Buyers may be reduced or ceased (restrictions) to the extent justified for the purposes of restoring system integrity. Restrictions shall be applied according to the restriction categories based on the provisions of the valid legal regulations.

7.6.3.2 The restriction of usage necessary due to a Natural Gas Supply Crisis of emergency level shall be ordered and controlled by the transmission system operator. In case of restrictions, the System administrator shall directly notify the Buyer (orally or electronically) or through the national news agency. The Buyer shall start the restrictions by self-limitation immediately after being notified and implement it within the timeframe assigned to the restriction class.

7.6.3.3 If the Buyer fails to implement the restriction order or does not implement it properly, the System administrator shall be entitled to exclude the Buyer from natural gas supply for the duration of the restriction, the costs of which shall be borne by the Buyer, or physically limit the consumption of gas in cases determined by law. The Buyer failing to implement the restrictions shall be liable for all damages arising from his/her default. After the termination of the restriction, the concerned System administrator shall terminate the technical exclusion. The costs incurred by the System administrator in relation to the exclusion and the restoration of the service shall be borne by the concerned Buyer.

7.6.3.4 The possible restriction categories are defined by law (currently Government Decree 110/2020 (IV.14.)), according to which restriction categories I-IX and a non-restrictable category may be established. If the Buyer's natural gas capacity falls in categories I-V, the Buyer shall set up his/her action plan and regulations for the implementation of the restrictions and update it at least annually.

7.6.3.5 The Buyer's restriction category shall be specified in the Contract. The provision of all the data needed to determine the restriction category shall be the duty and responsibility of the Buyer and the Seller shall not examine the correctness of such data. The Buyer shall make the data needed to determine the restriction category in the format and by the deadline determined by the Seller. If there is any change in any

of the data provided for the determination of the Buyer's restriction category, the Buyer shall immediately notify the Seller thereof in writing; the Buyer shall be responsible for any damages arising from his/her failure to meet this obligation. The Seller shall confirm the change of the restriction category in writing to the Buyer, which shall also mean the modification of the Contract.

- 7.6.3.6 If the Buyer qualifies as a basic social provided under Point 75, Section 3 of the GET, the Buyer shall make a duly signed statement thereof. The Buyer shall certify the contents of the statement in writing for the Seller and present the document supporting the statement without delay no later than within 5 (five) working days if requested by the Seller. If this is unsuccessful or if the Buyer fails to do so, the Seller shall be entitled to unilaterally modify the Buyer's restriction category by way of the unilateral modification of the Contract.
- 7.6.3.7 The details of the Buyer's contact person responsible for the implementation of the restriction may be included in the Contract according to the Buyer's decision.
- 7.6.3.8 By signing the Contract, the Buyer states to have knowledge of the valid regulation of the restriction category, the obligations he/she has according to such regulation and the rules of procedure. The Buyer may be classified in the non-restrictable category based on the Buyer's duly signed statement, with the exception of Domestic Users.
- 7.6.3.9 If restricting the Buyer's gas consumption would result in the emission of substances that seriously endanger human lives, health or the environment, the Contract shall specify the temperature limit value under which the emission of the harmful substances is probable, if this is required by the existing legislation.
- 7.6.3.10 The usage restriction ordered in accordance with the provisions of the law shall in all cases be deemed as the lawful refusal of the natural gas trading service.
- 7.6.3.11 Up to the extent of the capacity booked as interruptible capacity, the interruption of the Buyer's usage shall not be deemed as restriction.

7.6.4 Interruption and refusal of service

- 7.6.4.1 The Buyer takes note that the natural gas trading service may also be interrupted for reasons under the natural gas distributor's control, due to the suspension or interruption of the natural gas distribution service, such as in particular if:
- a) the maintenance, renovation, transformation, development or replacement of the distribution pipeline cannot be performed in any other way,
 - b) it is made necessary by the connection of a new user,
 - c) the Buyer cannot present the document certifying the completion of the check of the connection pipe and the user equipment determined in a separate legal regulation at the natural gas distributor's request and the natural gas distributor process that the connection pipe and the user equipment does not comply with the safety requirements.
- 7.6.4.2 The Buyer takes note that the natural gas distributor may refuse or suspend the natural gas distribution service in the cases determined by law (e.g. in cases defined under Point (1), Section 16 of the GET) and in its general terms of business.
- 7.6.4.3 The natural gas distributor shall communicate the starting time and foreseeable duration of the interruption of the natural gas distribution service and the necessary

safety measures to the Buyer and the Seller as it is determined in its general terms of business.

- 7.6.4.4 In case of a threat to human lives or property or the continuity of the natural gas supply, the natural gas distributor shall interrupt the natural gas supply without prior notification.
- 7.6.4.5 The natural gas distribution service may also be interrupted or refused at the Seller's initiation, in which case the natural gas distributor shall implement the exclusion from the service without examining the lawfulness of the initiation.
- 7.6.4.6 In the above cases, the temporary decrease of the distribution capacity or the temporary interruption of the natural gas distribution service shall not be deemed to be a breach of Contract by the Seller. If the natural gas distributor does not act in accordance with the above provisions, the natural gas distributor shall be fully liable towards the Buyer.
- 7.6.4.7 The natural gas distribution service may also be refused partially if such an emergency situation arises that may pose a threat to the Buyer or the lives or properties of other persons outside the Place of consumption (e.g. failure of the exhaust system). In such cases, the Buyer shall make it possible to exclude the gas equipment posing the threat out of usage. The Buyer shall report any irregularities related to the natural gas distribution service he/she detects to the natural gas distributor without delay. In case of gas leaks or gas spillages within rooms, the Buyer shall take the necessary steps in order to eliminate the threat (e.g. airing, shutting the gas taps, refraining from lighting fire or switching on electric devices, preventing the generation of sparks, informing the threatened environment).
- 7.6.4.8 The territorially competent natural gas distributor shall restore the natural gas distribution service within the timeframe determined in its general terms of business if the cause of its refusal has ceased to exist and it has received proper notification thereof.
- 7.6.4.9 During the period of interruption the Buyer shall pay the Capacity Fee and Base Fee determined in the Contract. If the natural gas distributor does not invoice the distributor capacity or base fees to the Seller during the interruption, then the Seller shall credit the distribution capacity or base fees not invoiced by the natural gas distributor for the Buyer.
- 7.6.4.10 The natural gas distribution service may also be interrupted at the Buyer's request, the conditions of which shall be determined in the general terms of business of the competent natural gas distributor. In case of interruption, the Buyer shall pay the Capacity Fee and the Base Fee to the Seller.
- 7.6.4.11 If the events determined under Points 7.6.4.1. – 7.6.4.10 occur, failure to provide or receive the contracted natural gas quantity shall be deemed breach of contract if either party is responsible for it according to the rules of the Civil Code.

7.7 Requirements for the contracted partner, detailed presentation of optional financial guarantees in case of users not eligible for Universal Service

7.7.1 Requirements for the Buyer

7.7.1.1 It is a basic requirement for the Buyer to fully complete the obligations he/she has under the Contract, cooperate with the Seller during the performance of the Contract and provide all data, data changes and other information to the Seller that may be necessary for the maintenance of the contractual relationship between the parties and the completion of the contractual obligations. For this purpose, the Seller expects the Buyer to respect the requirement of good faith and integrity, as well as the civil law principles of mutual cooperation in addition to the accurate observation of the provisions of the legal regulations, the General Terms of Business and the general terms of contract and the full performance of the concluded Contract, on the basis of reciprocity.

7.7.1.2 Of the requirements for the contracted partner, financial stability, discipline of payment and the reliability of quantity forecasts shall have paramount importance. The Seller reserves the right to judge its Buyers regarding their financial stability and long-term predictability and make its offer in view of this, as well as, in justified cases, require financial guarantee (bank guarantee, mortgage, security deposit, joint and several guarantee, etc.), advance payments or more frequent invoicing or exercise in the Contract the price, exchange rate, quantity and regulatory risks it faces.

7.7.2 Detailed description of the optional financial guarantees

7.7.2.1 In order to ensure the provision of the natural gas trading service, the Seller shall be entitled to request the provision of financial guarantee from the Buyer, not including the users eligible for Universal Service, either at the time of concluding the Contract before starting the natural gas trading service (regardless of whether any guarantee was provided or not at the time of concluding the Contract and before starting the provision of the natural gas trading service under the Contract) or during the performance of the Contract and, in particular, in the cases described under Point 7.7.2.2, if its conditions are fulfilled.

7.7.2.2 If

- a) the Buyer exceeds the payment deadline of his/her invoices by at least 15 (fifteen) calendar days on two (two) successive occasions or by at least 30 (thirty) calendar days on 1 (one) occasion,
- b) the previous natural gas trading contract concluded with the Buyer terminated due to disconnection as a result of non-payment, or
- c) there is a negative change in the Buyer's financial situation, such as, in particular, if
 - i. the Buyer's equity capital is negative,
 - ii. the audit opinion on the Buyer's previous settlement reports is not complete or if it is qualified or contains a warning,
 - iii. the Buyer's liquidity, financial position or financial indicators deteriorate,
 - iv. an enforcement procedure is started against the Buyer due to a debt exceeding HUF 500,000 arising from a financial claim,

- v. the Buyer becomes subject to winding-up, bankruptcy, compulsory strike-off or debt settlement proceedings, or
- vi. in case of other existing circumstances suggesting caution,

then the Seller shall be entitled to require the Buyer to provide financial guarantee. The Buyer shall make the required guarantee available to the extent set by the Seller until the calendar day determined in the written notice containing the request of the financial guarantee. If the Buyer fails to provide the required guarantee until the deadline specified in the Seller's notice, the Seller shall be exempted from all its contractual obligations determined in the Contract and shall be entitled to terminate the Contract with immediate effect.

7.7.2.3 Financial guarantees

7.7.2.3.1 During the determination of the amount of the financial guarantee the Seller shall consider the average consumption of 85 (eighty-five) days and the period determined in the Contract and available for financial performance as follows:

- a) the highest volume used compared to the annual consumption in case of a unique offer.
- b) in case of an offer with a tariff, the average daily consumption is corrected by
 - i. 18.62 percent in case of heating,
 - ii. 13 percent in any other case.

7.7.2.3.2 The Seller performs a buyer assessment examination (creditworthiness) and classifies the Buyer in a risk (guarantee) category, based on which it determines the type of the financial guarantee. The Seller makes the conclusion of the Contract or the continued provision of the natural gas trading service subject to whether the Buyer provides the required financial guarantee for the Seller.

7.7.2.3.3 Based on the classification, the Seller may in particular require the following financial guarantees from the Buyer.

- a) Issued by a Qualified Bank:
 - i. *payment guarantee*, which is unconditional; irrevocable; non-transferable; revolving; ensuring the payment at the Seller's first call without the examination of the basic legal relationship or any further comment of the Buyer within 5 (five) banking days after the receipt of the drawdown notice;
 - ii. *bank deposit*, which the Seller may exclusively use as a financial guarantee until the date determined in the contract based on a tripartite contract between the Seller, the Buyer and the bank; and which the bank transfers to the bank account number specified by the Seller at the Seller's first call without the examination of the basic legal relationship or any further comment of the Seller within 5 (five) banking days after the receipt of the drawdown notice.
- b) Other guarantees, such as:
 - i. *financial security* paid by the Buyer, which shall be transferred to the separated bank account number specified by the Seller until the 10th (tenth) banking day preceding the data of effect of the Contract,
 - ii. *joint and several guarantee issued by a company in a business relationship with the Buyer*, in which the concerned company irrevocably undertakes to pay the Buyer's overdue debt at the Seller's first payment notice within 5

(five) banking days after its receipt and providing that the joint and several guarantee may only be transferred with the Seller's approval,

- iii. *parent company guarantee* (support letter issued by the Buyer's parent company), in which the parent company undertakes irrevocable joint and several guarantee for the Buyer to perform the Buyer's existing debts towards the Seller,
- iv. contractual limit.

7.7.2.3.4 The Seller reserves its right to change the Buyer's guarantee category if a change of at least plus 50% occurs in the actual consumption of the Buyer compared to his/her consumption planned without flexibility. The Buyer shall accordingly replace the guarantee within 15 (fifteen) calendar days.

7.7.2.4 *Availability period of the financial guarantee*

7.7.2.4.1 The first day of the availability of the financial guarantee provided by the Buyer shall be the 10th (tenth) working day before the commencement of the natural gas trading service or, in case of an ongoing natural gas trading service, the calendar day determined by the Seller; the last day of availability shall be the 90th (ninetieth) day after the termination of the Contract.

7.7.2.5 *Right of use*

7.7.2.5.1 The Seller shall be entitled to use the financial guarantee if the Buyer fails to pay the invoiced and due price of the natural gas trading service or any other payment obligation becoming due under the Contract (contractual penalty, compensation, interest on arrears, etc.) despite the first payment notice sent after the expiry of the payment deadline within 5 (five) calendar days of its receipt. Any objection made to the invoice does not have suspensory effect, nor does it affect the right to use the financial guarantee.

7.7.2.6 *"Charging"*

7.7.2.6.1 The Buyer shall charge the guarantee amount to the originally determined level within 5 (five) working days after the financial guarantee is used.

7.7.2.6.2 If the nature of the guarantee does not make charging possible, then the Buyer shall provide the Seller another guarantee at least equal to the used and drawn down guarantee with at least the same value within 5 (five) working days.

7.7.2.7 *Qualification of the financial institute providing the guarantee*

7.7.2.7.1 The bank guarantee may be a payment guarantee issued by any financial institute of at least 50 (fifty) billion HUF balance sheet total with at least HUBa3 and/or BB classification published by an international rating agency (Moody's, S&P, Fitch), established in Hungary or other member state of the European Union or in any other country that is party to the treaty on the European Economic Area, which is unconditional, irrevocable and completes payment at the Seller's first payment notice without the examination of the basic legal relationship or any further comment of the Seller within 5 (five) banking days after the receipt of the drawdown notice and which is non-transferable. The Seller shall accept financial guarantees issued under the Hungarian law in the Hungarian language. The Seller reserves the right to change its criteria of bank qualification according to the prevailing circumstances and the changes in the conditions of the financial market.

7.7.2.8 *Prepayment or more frequent invoicing*

- 7.7.2.8.1 If the Buyer is past due for more than 5 (five) days within the same Gas Year, the Seller may decide on prepayment with its unilateral statement and/or decide to shorten the Settlement period determined in the Contract and the payment deadline and issue its invoices to the Buyer accordingly. The basis of settlement shall be the Contracted Monthly Natural Gas Volume in case of prepayment while the Seller shall be entitled to establish the natural gas volume serving as the basis of settlement according to the data derived from the telemechanical system or by estimation, at its discretion.
- 7.7.2.8.2 If the Buyer has provided a financial guarantee to the Seller and the Buyer is past due for more than 5 (five) days within the same Gas Year, then prepayment and/or more frequent invoicing shall be applied after consulting with the Buyer.
- 7.7.2.8.3 Switching to prepayment and/or more frequent invoicing does not affect the enforceability of the other legal consequences (e.g. provision of financial guarantee) arising from the delayed payment.

7.8 Rules of settlement quantities and payment requirements

7.8.1 General provisions

- 7.8.1.1 The Seller invoices the consideration for the natural gas trading service(s) provided according to the conditions of the Contract, which the Buyer shall pay in full to the Seller within the deadline.
- 7.8.1.2 In its registration system, the Seller maintains electronic customer account(s) about the Buyer's debts arising from the use of the natural gas trading service(s) and his/her related payments.
- 7.8.1.3 Subject to its business decision, the Seller may provide payment relief to the Buyer based on the separate agreement concluded with the Buyer. If the Buyer fails to meet the payment deadline determined in the separate agreement, then the unsettled payment obligation becomes due automatically in one amount. When the Contract terminates, the separate agreement also terminates and any unsettled payment obligation determined in that agreement becomes due in one amount.
- 7.8.1.4 The Seller determines the Buyer's consumption of natural gas based on the meter readings provided to it by the System administrator and charges the fees accordingly. The Seller's delay in issuing the invoice is excluded if it is due to the System administrator's delayed provision of data (not performed within the deadline determined in the current legislation). By concluding the Contract the Buyer gives its consent to the Seller to obtain the measuring and settlement data received from the natural gas distributor, or from the transmission system administrator derived from the telemechanical system, or read from the data storage at the Place of consumption, or read on the consumption metering equipment and store them.
- 7.8.1.5 The Parties accept the data provided by the territorially competent System administrator as the basis of settling their accounts.
- 7.8.1.6 The basis of settlement quantities between the Parties shall be the volume of natural gas delivered at the Receipt Point, as well as the heat quantity and energy quantity calculated therefrom. Until the opposite is proved, the parties shall consider that the

quantity of the natural gas delivered at the Receipt Point equals with the natural gas quantity measured by the consumption metering equipment (measurement system).

7.8.1.7 At the time of or after concluding the Contract the Buyer shall be entitled to specify a Payer; in this case, the Payer shall also sign the Contract or the separate agreement to be concluded by the parties in this subject. The Seller does not examine whether the Payer is entitled to perform the payment obligation under the Contract instead of the Buyer and the Seller shall have no responsibility in this respect. The Buyer and the Payer shall be jointly liable to pay the fees and other amounts displayed on the invoice.

7.8.2 The basis, conditions and period of settling accounts and the rules of payment and invoicing

7.8.2.1 Settlement metering

7.8.2.1.1 The measurement of the delivered-received natural gas shall be performed with certified, calibrated measuring instrument or, if applicable, with its accessories (e.g. telemeter, etc.). The System administrators shall act according to the relevant provisions of the GET, the Vhr and the OCR while determining the use of the booked capacity and the volume of the distributed and consumed natural gas. The System administrators provide the Seller the quality and quantity data according to the legislation on metrology.

7.8.2.1.2 If the consumption metering equipment installed at the Buyer does not measure consumption or measures it incorrectly, or if the calibration period of the consumption metering equipment has expired, its data cannot serve as the basis for settlement. If the Buyer detects any defects of the consumption metering equipment, the corrector or the telemechanical system, he/she shall report it to the System administrator and the Seller without delay.

7.8.2.1.3 If the metering device is defective or its calibration has expired, the competent System administrator determines the quantity of the consumed natural gas and the period to be invoiced in accordance with the provisions of its general terms of business and the Seller uses the data it provides to invoice the consumed natural gas quantity to the Buyer at the natural gas price to be applied for the period of defective or not calibrated measurement.

7.8.2.1.4 Either party may request that the data established by remote reading should be checked by extraordinary on-site reading. If the data read remotely and on the spot for the same period are identical, the requesting party shall pay the costs of the extraordinary on-site reading.

7.8.2.2 Settlement period, rules of settlement

7.8.2.2.1 The settlement of the Buyer's natural gas consumption shall take place as determined in the Contract, considering the following possible periods:

- a) every 10 (ten) days, in ten-day periods adjusted to the ends of the months, or
- b) twice monthly, or
- c) monthly, or
- d) once a year, or
- e) several times a year.

- 7.8.2.2.2 Unless provided otherwise by the Parties, the Buyer's natural gas consumption shall be settled monthly.
- 7.8.2.2.3 In case of settlement once or multiple times a year, the Seller shall be entitled to issue Partial Invoices between 2 (two) settlement (annual meter reading) times. The quantity charged in the Partial Invoice shall be determined according to the procedure set forth in *Annex 2* or, in case of a Contract concluded with a user eligible for Universal Service under *Annex 4*, according to the general terms of contract set forth in *Annex 4*.
- 7.8.2.2.4 If the Buyer expressly undertakes in relation to the Place of consumption under the Contract to report (dictate) to the Seller the reading of the consumption metering equipment in the period between the meter readings scheduled by the natural gas distributor, it shall send the current closing meter reading(s) of the gas meter(s) of the given month to the Seller's email address at meroallas.kereskedelem@mvm.hu until the 5th (fifth) day of the calendar month following the given month (or on the previous working day if it is a holiday). The Buyer shall be responsible for the correctness of the supplied data. If the provision of the data is delayed or missed and the natural gas license holder or its representative cannot perform the reading of the consumption metering equipment either, the Seller shall be entitled to issue a partial invoice based on estimation or on the expectable consumption of the given Gas Month specified in the Contract. If authenticated meter reading is available during the period between the meter readings scheduled by the natural gas distribution (due to meter replacement, control reading, extraordinary meter reading requested by the Buyer at his/her cost), then the Seller shall perform correction based on metering.
- 7.8.2.2.5 The Buyer shall make it possible for the Seller or its representative or for the natural gas distributor or its representative to read the consumption metering equipment on site at a previously agreed time. If the Buyer does not make it possible to read the consumption metering equipment or prevents it, then the Seller shall be entitled to issue an invoice for the current Settlement Period based on the estimated meter reading, which does not exempt the Buyer from his/her payment obligation. If the Buyer does not make the reading of the consumption metering equipment possible, then the Seller shall be entitled to charge contractual penalty to the Buyer.
- 7.8.2.2.6 If the natural gas distributor cannot perform the reading of the consumption metering equipment for the second time under Paragraph (1a), Section 100 of the GET and no agreement is reached about the time of the repeated reading, the natural gas distributor shall establish the consumed quantity by estimation and send the meter reading established by estimation to the Seller within 3 (three) days. If the actual meter reading becomes available after the estimation, the Seller shall divide the actual quantity of consumption between the two known meter readings as determined in *Annex 2* and charge it in the settlement invoice it issues at the end of the Settlement period.
- 7.8.2.2.7 The settlement of the Network access fees shall take place monthly.

7.8.2.3 *Rules of invoicing and payment*

- 7.8.2.3.1 Unless otherwise agreed by the parties, the Seller shall issue its invoices with a payment deadline of 15 (fifteen) calendar days. The interest on arrears, any contractual penalty or surcharge shall become due in 15 (fifteen) calendar days calculated from the date of the settlement document or letter stipulating it.

- 7.8.2.3.2 The Buyer shall pay the Seller the price of the received natural gas and other fulfil his/her other payment obligations according to the invoice issued by the Seller (settlement document) within the deadline specified in the invoice (settlement document).
- 7.8.2.3.3 The parties regard the due date specified in the invoice as the date of performance under the legislation on the value added tax.
- 7.8.2.3.4 Unless otherwise agreed by the parties, the Buyer (Payer) shall pay the fee specified in the invoice (settlement document)
- a) until the payment deadline specified in the invoice in case of bank transfer or payment by bank card, or
 - b) at the time it is submitted by the financial institute.
- 7.8.2.3.5 All costs occurring in relation to the performance of the payment obligation of the Buyer (Payer) shall be borne by the Buyer.
- 7.8.2.3.6 The Buyer may request the issue of electronic invoice or e-invoice in the Contract. In case of an e-invoice, no paper-based invoice shall be issued. The Seller shall publish the conditions of electronic invoicing and issuing e-invoices on its website.
- 7.8.2.3.7 Payment by the Buyer (Payer) shall be deemed completed when the total amount is credited on the Seller's bank account; however, the Seller shall only become aware of the data of payment on working days. It is the Buyer's (Payer's) responsibility to consider the time period needed for the financial performance depending on the method of payment and supply the details needed for its identification in case of bank transfer. Unidentifiable amounts transferred to the Seller's bank account shall not be considered financial performance. The party initiating the transfer shall act with due diligence and supply the information needed to identify the purpose of the amount. In this case, the Buyer (Payer) shall be liable for all legal consequences arising from non-payment.
- 7.8.2.3.8 If the Buyer completes payment in relation to multiple invoices issued by the Seller, it shall send the break-up of the payment between the individual invoices to the Seller to the email address at: avizo@mvm.hu .
- 7.8.2.3.9 If the Buyer (Payer) fails to pay the invoiced and due consideration for the natural gas trading service within the deadline, the Seller shall be entitled to exercise the legal consequences in particular under Point 7.9.5 and to assignment the claim according to Point 7.9.6.
- 7.8.2.3.10 If the Buyer does not receive the invoice or the settlement invoice as frequently as it is determined in the Contract, he/she shall report this to the Seller without delay.
- 7.8.2.3.11 If the natural gas trading service is used by multiple persons (there are multiple Buyers), the concerned Buyers shall be jointly liable for the payment of the consideration for the natural gas trading service.
- 7.8.2.4 *Set-off*
- 7.8.2.4.1 If the Seller has an undisputed, overdue and homogenous payment obligation towards the Buyer, the Seller shall be entitled to perform this obligation by way of set-off.

7.8.2.4.2 If the Seller has a repayment obligation towards the Buyer under the Contract (e.g. due to overpayment), the Seller shall be entitled to set this payment obligation off towards the Buyer's payment obligation that becomes due. This right of set-off of the Seller excludes the Seller's delay. If the repayment obligation cannot be fulfilled by way of set-off because no further invoice is to be issued, the Seller shall repay it to the Buyer within 15 (fifteen) days.

7.8.3 Invoice complaints

7.8.3.1 The Buyer shall be entitled to raise an objection against the invoice (settlement document) within 6 (six) working days after the receipt of the invoice (settlement document), alleged or certified under Point 3.2.11. The Seller or its representative shall decide on the invoice complaint within the shortest possible time but no later than within 15 (fifteen) days and correct the concerned invoice (settlement document) if necessary.

7.8.3.2 The invoice complaint shall contain the objected data or amount and the circumstances or explanation serving as the basis of the complaint. If the Buyer does not make a complaint about the Seller's invoice (settlement document) within the deadline determined under Point 7.8.3.1 or if the complaint does not comply with the above requirements regarding its contents, the payment obligation specified in the invoice (settlement document) shall be deemed approved (undisputed) on the day after the 7th (seventh) working day except if the invoice (settlement document) does not fulfil the legal conditions. The Buyer shall report any formal errors of the invoice (settlement document) to the Seller without delay.

7.8.3.3 Reporting the invoice complaint does not have suspensory effect on the payment of the invoice (settlement document) except if the invoice (settlement document) contains a clear clerical error or it does not fulfil the legal conditions.

7.8.3.4 If the Buyer does not consider the Seller's response to the invoice complaint acceptable, he/she shall notify the Seller thereof in writing with reasoning within 3 (three) working days.

7.8.3.5 If the Seller refuses the Buyer's objection or complaint, the Buyer (Payer) shall be entitled to make a complaint to the consumer protection authority in the case determined under Point 3.1.2, to the MEKH in other cases, to a conciliation body in the case determined under Point 3.1.3, or initiate legal proceedings.

7.8.3.6 Regarding the settlement of accounts between the Parties, the limitation period under Point 7.9.8 shall apply as appropriate.

7.9 Rules and procedures applicable in case of breach of contract and irregular gas consumption

7.9.1 Cases and legal consequences of breaches of contract

7.9.1.1 If either party breaches the provisions of the Contract, including those of the General Terms of Business, the other party shall be entitled to enforce against the other party its claim regarding the legal consequences determined in Contract, the General Terms of Business and the legislation to the extent and in a way determined in the Contract, the General Terms of Business and the legislation.

7.9.1.2 The legal consequences of breaches of contract described below may be applied jointly except if the Contract, the General Terms of Business or the legislation otherwise provides.

7.9.1.3 It shall be deemed the Seller's breach of contract in particular if

- a) the Seller fails to start the natural gas trading service at the time determined in the Contract for reasons within the Seller's responsibility
Its legal consequence may be the payment of compensation by the Seller and the Buyer shall be entitled to terminate the Contract by extraordinary notice.
- b) the characteristics of the natural gas sold by the Seller do not comply with those stipulated in the Contract, the technical specifications or the standard
Its legal consequence may be the payment of compensation by the Seller and the Buyer shall be entitled to terminate the Contract by extraordinary notice.
- c) the Seller does not perform the Guaranteed services
Its legal consequence may be the payment of contractual penalty or compensation by the Seller.
- d) the Seller fails to deliver the natural gas volume determined in the Contract for the given period within the range of the permitted tolerance by fault of the Seller (Undersupply) except if this is caused by force majeure, the lawful refusal of the service or the Buyer's breach of contract
Its legal consequence may be the payment of compensation by the Seller.
- e) the natural gas trading service is interrupted due to the Seller's unlawful behavior or the Seller interrupts or restricts the service beyond the extent specified in the Contract and the legislation, or if the Seller fails to initiate the reconnection of the Buyer excluded from the natural gas supply within 24 hours after the termination of the irregularity or breach of contract giving rise to it and the receipt of the Buyer's notice thereof
Its legal consequence may be the payment of compensation by the Seller and the Buyer shall be entitled to terminate the Contract by extraordinary notice.
- f) in addition to the above, the Seller breaches any of its obligations under the Contract, the General Terms of Business or the legislation in any other way
Its legal consequence may be the payment of compensation by the Seller.

7.9.1.4 It shall be deemed the Buyer's breach of contract in particular if

- a) the Buyer fails to pay the price of the natural gas trading service, including the Network Access Fee, any surcharges, contractual penalties or other fees, or pays it late, outside the deadline determined in the Contract
As its legal consequence, the Seller shall be entitled to charge interest on arrears, collection flat rate (in case of businesses or contracting authorities) and shall be entitled to pass on the costs it incurs to the Buyer and claim compensation from the Buyer. The Seller shall be entitled to require financial guarantee with the exception of users eligible for Universal service. The Seller shall be entitled to disconnect the Buyer or terminate the Contract by extraordinary termination.
- b) the Buyer exceeds the daily and/or hourly booked capacity specified in the Contract, or fails to report his/her capacity booking needs or delays doing so
Its legal consequence may be the payment of contractual penalty or compensation by the Buyer or the Buyer's disconnection by the Seller.

- c) the natural gas volume received by the Buyer is lower than that determined in the Contract by more than the permitted tolerance (Under-consumption) except if this is due to force majeure or the Seller's breach of contract
Its legal consequence may be the payment of contractual penalty by the Buyer.
- d) the natural gas volume received by the Buyer is lower than that determined in the Contract by more than the permitted tolerance (Over-consumption) except if this is due to force majeure or the Seller's breach of contract
Its legal consequence may be the payment of contractual penalty by the Buyer.
- e) the Buyer does not fulfil his/her obligation to report any change in a compulsory content element of the Contract or a detail needed for invoicing (Buyer's (Payer's) name, residential address/registered office, notification address, registration number (e.g. company registry number), tax number, restriction category) or a change of users or fulfils this obligation late; does not fulfil his/her obligation to report other data or fulfils it late
Its legal consequence may be the payment of contractual penalty or compensation by the Buyer.
- f) the Buyer does not fulfil his/her obligation to report any change in contractual data forming the basis of settlement (required natural gas volume, booked capacity, purchased capacity, nominal (total) capacity of consumption metering equipment, etc.) or fulfils it late
Its legal consequence may be the payment of contractual penalty or compensation by the Buyer.
- g) the Seller does not submit the required guarantee until the deadline specified in the notice on the requirement of the financial guarantee
Its legal consequence may be the Buyer's disconnection or the termination of the Contract by extraordinary termination by the Seller.
- h) the Buyer breaches his/her obligations specified in the Contract or the General Terms of Business in any other way
Its legal consequence may be the payment of compensation by the Buyer.

7.9.2 Compensation, limitation of liability

- 7.9.2.1 In case of the other party's breach of contract, the parties may claim compensation for the legal consequences according to the law, including their certified damages.
- 7.9.2.2 The parties shall pay the certified damages they cause to each other by breach of Contract according to the provisions of the Civil Code as amended. The parties may also claim compensation for the damages caused by the breach of contract if they did not exercise their claim for contractual penalty or if they are eligible for the compensation of damages exceeding the amount of the contractual penalty.
- 7.9.2.3 The concerned party shall notify the other party in writing about the caused damage together with the justification and credible certification of its compensation claim immediately upon becoming aware of the damage. If the other party disputes the occurrence of the damage or its responsibility, it shall initiate consultations within 15 (fifteen) days. In case of the failure of the consultation, the injured party may take legal action to exercise its claim. The amount of the compensation shall be reduced by the amounts recovered from other sources or third parties (e.g. insurance) and the part of the damage that occurred as a result of the injured party's failure to fulfil its obligations of damage prevention and damage mitigation shall not be paid. The

parties agree that their responsibility under the Contract shall not extend to consequential damages, lost income, lost profits or any damages caused in relation to the injury of reputation. The amount payable by the Seller to compensate for the damage caused by the breach of Contract shall not exceed the twelvefold value of the Buyer's monthly average consumption, or, in case the contractual period determined in the Contract is less than 12 (twelve) months, then the monthly average consumption multiplied by the number of the contractual months (the upper limit of the compensation obligation). The contents of this point shall by no means be interpreted in a way that either party would restrict or exclude its responsibility for damages caused by criminal acts or intentionally, or for breaches of contract endangering human lives, physical integrity or health.

7.9.2.4 The Buyer notes that the Seller excludes its responsibility in relation to its debt under Act CXLIII of 2015 on Public Procurements (hereinafter: the **Kbt**), the exemption of the transaction from the scope of public procurements under the Kbt, and the lawful closure of the procedure under the Kbt before the conclusion of the Contract under the Kbt.

7.9.3 Lawful refusal of performance (disconnection)

7.9.3.1 With the cooperation of the competent natural gas distributor, the Seller may lawfully refuse in part or in full the natural gas trading service in the following cases:

- a) if the conditions of delivery-receipt have ceased to exist due to events outside the Seller's control or become restricted (force majeure) until the conditions are restored,
- b) in case of Natural Gas Emergency Situations, according to the legislation in effect,
- c) in case of the use of interruptable capacity, with the conditions under the Contract,
- d) according to the phases described below, if the Buyer fails to fulfil his/her payment obligation, with the exception of the users eligible for Universal service and also the district heat producer license holder if the conditions under Point 10.1.2 exist in case of the district heat producer license holder:
 - i. the Seller sends a payment notice to the Buyer (Payer) in case of late payment of at least 5 (five) calendar days,
 - ii. the Buyer (Payer) shall pay his/her debt specified in the payment notice within the deadline determined in the Contract or provide the financial guarantee determined by the Seller and notify the Seller thereof,
 - iii. if the payment of the overdue debt or the provision of the financial guarantee does not take place within the deadlines specified above, the Seller may lawfully refuse performance.

7.9.3.2 If the user eligible for Universal service but not qualified as a Domestic User delays the fulfilment of his/her payment obligation for more than 30 (thirty) days, the Seller may initiate the disconnection of the Place of consumption with the natural gas distributor. The notification regarding the disconnection and the resulting interruption of the service shall be given to the Buyer in a registered letter with acknowledgement of receipt or in any other way that its receipt by the Buyer (Payer) can be certified. If the Domestic user fails to fulfil his/her payment obligation, the refusal of performance (disconnection) may take place in accordance with the provisions of the GET and the Vhr, the detailed description of which is included in the general terms of contract in *Annex 4*.

- 7.9.3.3 The disconnection does not exempt the Buyer from the consequences of Under-consumption.
- 7.9.3.4 If the Seller supplies multiple Places of consumption of the Buyer under the same Contract, the Seller shall be entitled to lawfully refuse performance regarding all Places of consumption if the payment obligation is infringed in relation to any of the Places of consumption based on the above provisions, unless provided otherwise in the Contract.
- 7.9.3.5 If the Buyer is disconnected due to non-payment, the Seller shall be entitled to require the Buyer (with the exception of users eligible for Universal service) to provide financial guarantee as a condition of reconnection in addition to the payment of the debt and the related costs.
- 7.9.3.6 The Buyer shall notify the Seller in writing about the elimination of the cause of his/her disconnection. After receiving the Buyer's notification and the payment of the incurred costs, the natural gas distributor shall restore the natural gas service according to its general terms of business on behalf of the Seller on condition that the conditions of reconnection are also fulfilled against the natural gas distributor.
- 7.9.3.7 The natural gas trading service may be restored if the following conditions are all met:
- a) the Buyer has put an end to the defaulting conduct and conditions,
 - b) the Buyer has paid the price of the natural gas volume determined according to the General Terms of Business and fulfilled his/her other payment obligations (Base Fee, Capacity Fee, Gas Fee, arrears, interest on arrears, surcharge, contractual penalty, etc.),
 - c) the Buyer has paid the costs incurred by the termination and restoration of the natural gas trading service,
 - d) if the Seller requested a financial guarantee, the Buyer has provided this guarantee to the Seller to the extent required within the set deadline.
- 7.9.3.8 The Seller shall notify the System administrator about the fulfilment of the conditions under Point 7.9.3.7 within 24 (twenty-four) hours. The System administrator shall ensure the restoration of the natural gas service as determined in the GET and the general terms of business of the System administrator.
- 7.9.3.9 The rules regarding the payment of the fees related to the reconnection and the amounts of the fees are determined in the relevant legislation noting that the System administrator invoices the payable fees to the Buyer based on the distribution network access contract.

7.9.4 Financial guarantee

- 7.9.4.1 If the Buyer fails to pay the price of the natural gas, including the Network Access Fee, the surcharge, the contractual penalty and other fees, or fulfil his/her other payment obligations under the Contract or fails to do it within the timeframe determined in the Contract, then the Trader may stipulate the provision of a financial guarantee under Point 7.7 as the condition of the further provision of the natural gas trading service.
- 7.9.4.2 If the Customer does not provide the required guarantee, the Trader shall be entitled to refuse the performance of the Contract. If the Buyer still does not fulfil his/her obligation to provide the guarantee within 5 (five) bank days after the Trader's

notification, then the Trader shall be entitled to terminate the Contract by immediate notice.

7.9.5 Late payment

7.9.5.1 The Buyer (Payer) shall pay the fees and other amounts specified in the Seller's invoice within the set deadline. If the Buyer (Payer) fails to pay the invoiced and due fees or other amounts, the Seller shall be entitled to:

- a) charge interest on arrears for the period of the delay,
- b) demand collection flat rate in case of businesses and contracting authorities under Act IX of 2016,
- c) pass on its extra costs arising from the delay to the Buyer,
- d) stipulate the provision of financial guarantee with the exception of users eligible for Universal service (Point 7.9.4),
- e) initiate disconnection with the competent System administrator on the expiry of the payment notice in case of non-payment (Point 7.9.3),
- f) terminate the Contract by extraordinary termination

according to the provisions of the Contract and the General Terms of Business.

7.9.5.2 In case of the delayed fulfilment of his/her payment obligation, the Buyer (Payer) shall pay interest on arrears from the day following the payment deadline as the starting day of the delay during the period of delay at the rate determined in the Civil Code, unless agreed otherwise. The obligation to pay interest on arrears shall exist even if the delaying party's delay is excused.

7.9.5.3 In case of delayed payment, the delaying party shall pay the other party's certified costs in addition to the interest on arrears.

7.9.5.4 Based on Act IX of 2016 on the Collection Flat Rate, the Seller shall be entitled to the collection flat rate of the extent determined in Act IX of 2016 on the Collection Flat Rate in case of the Buyer's delayed payment in order to cover the Seller's costs related to the recovery of its claim if the Buyer qualifies as a business or a contracting authority. The Seller shall be entitled to the collection flat rate after each overdue invoice. The due date of the claim shall be the date of the voluntary payment of the claim or, in the absence of voluntary payment, the date of the first payment notice.

7.9.5.5 The Buyer shall not be obliged to pay the collection flat rate if he/she excuses his/her delay while the related claim is being enforced.

7.9.5.6 The performance of the obligation related to the payment of the collection flat rate does not exempt from the other legal consequences of the delay; however, the amount of the collection flat rate shall be offset against the compensation.

7.9.5.7 In case of an overdue debt, the Seller shall notify the Buyer of this fact and of the legal consequences of non-payment as determined in the General Terms of Business, the GET and the Vhr, and it shall call on the Buyer to perform the obligation according to the contract. If this notification is unsuccessful, the Seller shall be entitled to initiate legal proceedings to enforce the overdue debt or the employment of an external collection company, or the assignment of the overdue debt. The Seller may employ the external collection company to inform the Buyers that the collection company lawfully acts on behalf of and in place of the Seller.

7.9.5.8 Certain Buyers determined in the Vhr may request the Seller and the competent System administrator to ensure them exemption from disconnection from the natural gas service due to delayed payment, the detailed rules of which are determined in the GET and the Vhr (moratorium).

7.9.6 Assignment of claims

7.9.6.1 The Seller shall be entitled to assign its claims against the Buyer under an assignment contract (assignment). By the assignment, the assignee shall replace the assigning Seller as the holder of the claim.

7.9.6.2 After the entry into force of the assignment contract, the Seller shall not accept payments to the claims under the assignment contract; the claims shall be paid to the assignee after the entry into force of the assignment contract.

7.9.6.3 The Seller shall provide the information needed to enforce the claim and hand over the documents certifying the existence of the claim.

7.9.6.4 The Seller may also fulfil its obligation to notify the debtors by having the notice on the assignment sent to them by the assignee.

7.9.6.5 The notification about the assignment signed by the parties (assignment document) shall contain the following data:

- a) the details of the assignor and the assignee;
- b) the information on data processing;
- c) the payment instruction (fulfilment instruction);
- d) the continuation sheet forming an annex of the assignment document, which may contain:
 - i. the name of the a debtor user,
 - ii. the place of consumption,
 - iii. the user identifier/customer code,
 - iv. the residential address/registered office of the user,
 - v. the tax number of the non-natural person user,
 - vi. the amount of the overdue debt,
 - vii. the number(s) of the invoice(s) underlying the overdue debt,
 - viii. the payment deadline(s) of the invoice(s) underlying the overdue debt.

7.9.6.6 The assignee shall certify the completion of the assignment to the debtors at the same time of the notification.

7.9.7 Contractual penalty

7.9.7.1 The parties shall be entitled to stipulate a contractual penalty as the guarantee of contractual performance. The contractual penalty shall be paid within 15 (fifteen) days after the date of the letter stipulating it. Set-off is not applicable in relation to the claim for contractual penalty.

7.9.7.2 No liability to pay contractual penalty shall arise in case of the lawful refusal of performance or in case of previously arranged planned maintenance or force

majeure. In such cases, the natural gas volume determined in the Contract for the given period shall be reduced with the concerned natural gas volume. Similarly, the natural gas volume determined in the Contract for the given period shall be reduced with the natural gas volume refused due to quality defect.

7.9.7.3 Unless provided otherwise, the contractual penalty shall be payable on an objective basis regardless of the fault of the parties.

7.9.7.4 The Seller shall be entitled to enforce the following contractual penalties against the Buyer based on the Contract:

- a) Based on the parties' agreement, in case of the Buyer's Under-consumption or Over-consumption, the Seller shall be entitled to enforce contractual penalty against the Buyer as determined under the Contract. In case of contractual penalty resulting from a quantity difference, the basis of the contractual penalty shall be the value of the natural gas calculated with the arithmetical mean value of the unit price or tariff valid at the time of the breach of contract, while the extent of the contractual penalty shall be 25 (twenty-five) % of the contractual penalty base.

If the parties monthly examine the quantity differences, then, in case of Under-consumption, the Buyer shall be entitled to initiate with the Seller that the Seller should set it off against the amount payable based on the natural gas consumption through the raised consumption exceeding the monthly contractual natural gas volume within 3 (three) months after the month of Under-consumption. The amount of the already paid contractual penalty shall be set off against the financial performance of the invoice issued about the receipt of the natural gas exceeding the monthly minimum applying the natural gas net unit price or tariff valid at the time of receipt. In this case, the Seller shall update the amount of the charged and paid contractual penalty monthly.

- b) If the Buyer demonstrably infringes his/her confidentiality obligation, then the Seller may require the Buyer to pay a contractual penalty determined as 10% (ten percent) of the contractual value or offer value calculated for one Gas Year, including the amount of the Network Access Fees.
- c) In case of exceeding the capacity, the Buyer may be required by the Seller to pay contractual penalty, the amount of which shall be equal with a hundred times the difference between the highest hourly capacity used on the gas day the capacity was exceeded and the capacity booked in the Contract (i.e. 100 HUF/kWh/h/day).
- d) If the Buyer fails to fulfil his/her data provision obligation according to Sub-points e) and f), Point 7.9.1.4, the Seller may require the Buyer to pay a contractual penalty in the amount specified below based on the (total) capacity of the consumption metering equipment installed at the concerned Place of consumption:
 - i. under 20 m³/hour: 5,000 HUF
 - ii. between 20-99 m³/hour: 10,000 HUF
 - iii. 100 m³/hour or higher: 30,000 HUF.
- e) If the Buyer undertakes in the Contract to grant the Seller the right of last offer but fails to grant the right of last offer to the Seller or grants it in a way that the Seller cannot make its last offer, then the Seller shall be entitled to require the Buyer to pay a contractual penalty in the amount equaling 25% (twenty-five percent) of the product of the annual contracted volume determined in the Contract and the natural gas price but minimum 500,000 HUF (five hundred thousand forints), or, in

case of users eligible for Universal service, 100,000 HUF (one hundred thousand forints).

- f) If the Buyer does not facilitate reading the consumption metering equipment, the Seller shall be entitled to enforce a contractual penalty in the amount of 20,000 HUF (twenty thousand forints) against the Buyer.
- g) If the Seller cannot start performance under the Contract because the change of traders has been refused in case of any of the Places of consumption by fault of the Buyer (unsuccessful change of traders), then the Seller shall be entitled to enforce cancellation penalty against the Buyer regarding the concerned Place of consumption. The amount of the cancellation penalty shall be 30% (thirty percent) of the product of the annual contracted natural gas volume determined in the Contract (or, if the term of the Contract is less than a year, the contracted natural gas volume determined for the term of the Contract) and the net unit price of the natural gas (in case of indexed unit price, the unit price shall be determined according to the index on the day of the unsuccessful change of traders). The cancellation penalty shall be payable on an objective basis regardless of the parties' fault; therefore, the parties exclude the possibility of reducing the penalty.

7.9.7.5 The Buyer shall be entitled to enforce the following penalties against the Seller:

- a) In case of the non-performance of the Guaranteed service, the Seller pay the Buyer the penalty determined in *Annex 3* and in the amount determined therein. In case of the Buyer's wrongful conduct, the Seller shall not be responsible for the non-performance of the Guaranteed service and shall not have the obligation to pay contractual penalty.
- b) If the Seller demonstrably infringes its confidentiality obligation, then the Buyer may require the Seller to pay a contractual penalty determined as 10% (ten percent) of the annual contractual value or offer value calculated for a Gas Year, including the amount of the Network Access Fees.

7.9.8 Limitation period

7.9.8.1 The claims arising from the Contract that became due on 1st October 2011 or later but before 19th December 2018 shall expire in 2 (two) years, while claims becoming due on or after 19th December 2018 shall expire in 3 (three) years. Regarding the claims that arose before 1st October 2011, the provisions of the Contract and, unless otherwise provided, the Civil Code, shall be applied. The limitation period shall start on the day the claim becomes due.

7.9.8.2 The limitation period shall be interrupted by:

- a) the debtor's acknowledgement of the debt,
- b) the modification of the obligation by agreement and the agreement,
- c) the enforcement of the claim against the debtor in court proceedings (in an order for payment procedure) if the court has brought a final resolution to close the proceedings,
- d) the announcement of the claim in bankruptcy proceedings,
- e) the written notice of the Seller or the external collection provider acting on the Seller's behalf or that of the Buyer if it is delivered in a way that its receipt can be certified.

7.9.9 Force majeure

7.9.9.1 Neither party shall be held responsible for the non-performance or non-compliant performance of the provisions of the Contract if this is the result of an event or circumstance outside the control of the party referring to force majeure that could not reasonably avoid or prevent and that makes it impossible for the party referring to force majeure to fulfil its obligations under the Contract. In this case, the party referring to the existence of the force majeure event shall be exempted from its contractual obligations for the period and to the extent that the force majeure event prevents it from fulfilling its obligations. If the party referring to the force majeure event is exempted, the other party shall also be exempted from fulfilling its obligations under the Contract to the extent of the former party's exemption. However, this exemption shall not extend to the failure to fulfil the notification obligation under Point 7.9.9.2 or the payment of any amount due under the Contract.

7.9.9.2 In case of a force majeure event, the party referring to it shall notify the other party within the shortest time possible and at the same time give information about the expectable duration of the force majeure and its effects on the Contract. Further it shall make every reasonable effort to eliminate and terminate the force majeure event and mitigate its consequences. The party requesting its exemption from its contractual requirements based on the force majeure shall credibly certify the existence of the force majeure event and its circumstances by attaching the supporting documents at the other party's request.

7.9.9.3 The Parties agree that the force majeure shall mean in particular but not exclusively the following:

- a) war, revolution, strike, natural disasters,
- b) any failure of the systems of the transmission system operator or the territorially competent System administrators that prevent the party from fulfilling its obligations under the Contract,
- c) the transmission system operator or the territorially competent System administrator suspends the transmission, distribution or receipt of natural gas regardless of the full performance of the provisions of the network access contract.

7.9.9.4 The absence of the approvals, permissions and authorizations needed for the performance of the Contract shall not be deemed force majeure.

7.9.10 Irregular consumption

7.9.10.1 Irregular consumption shall be deemed a breach of the distribution network access contract, regarding which the territorially competent natural gas distributor shall be entitled to act against the Buyer.

7.9.10.2 The detailed rules regarding irregular consumption shall be included in the general terms of business of the System administrator.

7.10 Rules of administering user complaints and complaint management

7.10.1 General provisions

7.10.1.1 It shall be deemed a complaint when the Buyer makes an objection about the measures taken to manage his/her earlier complaint sent to the Seller or the absence

of the expected measure. The request for information, data provision or recommendations about the improvement of the quality of activities shall not be deemed complaints. A Buyer not subject to the Act on Customer protection shall confirm his/her spoken report in a written form within 24 (twenty-four) hours to the Seller, unless provided otherwise in the legislation.

7.10.1.2 The complaint shall contain the following as a minimum:

- a) the requestor Buyer's name, contact details and customer ID number,
- b) the address and ID of the concerned Place of consumption (POD),
- c) the brief description of the application supported by the available documents,
- d) specification of the requested measure.

7.10.1.3 In the absence of the content elements determined under Point 7.10.1.2, the Seller may return the complaint application to the Buyer for the purposes of clarification without a substantive reply.

7.10.1.4 The Buyer shall cooperate with the Seller for the purposes of investigating the complaint, provide the Seller with the necessary information and be available for the necessary consultation.

7.10.1.5 The rules related to invoice complaints are included under Point 7.8.3.

7.10.2 Recording and archiving incoming complaints

7.10.2.1 The Buyer can make his/her complaint about the natural gas trading service through the appointed customer manager, using the contact details specified in the Contract or through the Seller's customer service channels.

7.10.2.2 The Seller shall receive the submissions made orally or submitted in writing at the customer service offices but not arranged on site against a certificate.

7.10.2.3 The complaint can be made orally (in person or by phone) or in writing (in letter, email or, in case of Domestic users, through the customer service).

7.10.2.4 All complaints received by the Seller shall be registered and the Seller makes sure they are retained and archives in a traceable way until the end of the limitation period. To ensure that the process can be documented, the Seller applies unique reference numbers in case of the administration of complaints by phone without a submission, about which it informs the Buyer at the start of administering the complaint.

7.10.2.5 The Seller shall record and store calls related to substantial administration (complaints made at the central telephone customer service or telephone communication between the customer service and the Buyer), about which the Buyer receives information at the beginning of the telephone administration. The data protection rules of administration by telephone are included in Point 4.2.

7.10.2.6 The Seller shall also operate online customer service (e.g. internet or mobile application) for Domestic users. The current list and methods of matters that can be arranged through the online customer service (whether they require registration or not) are available on the Seller's website. In case of domestic users with a valid registration, the measures taken through the online customer service shall be deemed as if they were taken by the domestic users themselves.

7.10.3 Documenting the implementation of the necessary consultations

7.10.3.1 The Seller shall record all the documents related to the user complaint, including the notes and records prepared about the consultations, the related correspondence and/or the data content of these documents recorded in the IT system in a traceable way and observe the legal regulations related to data protection in every area of administration of cases.

7.10.3.2 If necessary, the Seller shall clarify with the concerned license holders which of them shall act in the given matter and transfer the complaint to the acting license holder unless the Seller itself is the acting party. The Seller shall immediately notify the Buyer in writing when this has taken place.

7.10.3.3 If the submission is related to both the natural gas trading service and another activity, e.g. system administrator activity, and, consequently, it concerns another license holder apart from the Seller, the concerned license holders shall conduct the consultations necessary to clarify the competences and make the necessary measures within 15 (fifteen) days after the receipt of the complaint. In that context, the Seller shall be entitled to forward the Buyer's complaint to the other license holder during the consultation conducted with the concerned license holder so that this license holder can contact the Buyer.

7.10.4 Deadline to give a substantial response; consequence of failing to meet the deadline to respond

7.10.4.1 The Seller shall respond to the complaints received in a documented way in writing within 15 (fifteen) days, unless provided otherwise by law. In this case, the Seller may fulfil the obligation to give a written response using any means that makes it possible for the addressee to store the data addressed to it permanently for a period appropriate for the purpose of the data and display it in an unchanged form and with unchanged contents.

7.10.4.2 In case of inquiries not qualifying as complaints, the format of the response the Seller gives to the inquiries may differ from that of the Buyer's inquiry if it meets the criteria of controllability and traceability (e.g. responding in email or by phone to an inquiry by post).

7.10.4.3 The response period of 15 (fifteen) days may be extended with the time needed to establish the competence to act and the consultations (see Point 7.10.2) if they are required. The response period shall not contain the time between the consultation with the Buyer about an appointment and the completion of the on-site examination related to the complaint.

7.10.4.4 The Seller may decide not to investigate repeated complaints from the same Buyer with the same contents as a previous complaint, substantially responded to and not containing any new information or to investigate user inquiries made by unidentifiable persons.

7.10.4.5 If the Seller rejects the complaint or objection, the Buyer may turn to the MEKH, the Authority of Economic Competition or the consumer protection authority or it may initiate proceedings with a conciliation body or legal proceedings as detailed under Point 3.1.

7.10.4.6 The Buyer shall turn to the Seller in a verifiable way with his/her complaint before initiating proceedings with the authorities or the conciliation body.

7.11 Cases and rules of contract termination

7.11.1 General provisions

7.11.1.1 The Contract shall cease:

- a) on expiry of the contractual period under the Contract or at the time determined in the Contract provided that the Buyer has fulfilled all his/her obligations arising from the Contract (e.g. his/her obligation to pay fees, not including the payment of the final invoice);
- b) if the Buyer's distribution network access contract has expired for any reason;
- c) if either party terminates without a legal successor;
- d) on the day the Buyer deceases;
- e) if the Seller's natural gas trading license is withdrawn for any reason and a new license is not issued,
- f) performance according to the Contract becomes impossible for any other reason.

7.11.1.2 The Contract can be terminated:

- a) at any time by the parties' joint written agreement, or
- b) by cancellation, or
- c) by ordinary termination, or
- d) by extraordinary termination.

7.11.2 A fixed-term Contract may not be terminated by ordinary termination. A fixed-term Contract may be terminated on condition that the Buyer has fulfilled all his/her contractual obligations arising from the Contract (such as, in particular, the obligation to pay his/her fees) within the deadline determined in the Contract. If the Buyer has not fulfilled any of his/her contractual obligations until the 45th (forty-fifth) day preceding the expiry of the contractual period determined in the Contract (e.g. he/she failed to meet his/her obligation to pay his/her fees), then the Seller may require the Buyer to fulfil this obligation by setting a payment deadline of at least 5 (five) days. If the Buyer exceeds the deadline determined by the Seller or fails to fulfil another contractual obligation before the expiry of the contractual period, then the Contract does not terminate when the contractual period expires but becomes a Contract for an indefinite period unless this is excluded by law. The extended Contract for an indefinite period shall be subject to the same conditions as the Contract with the difference that the Seller continues to ensure and charge the natural gas service provided to the Buyer according to the Basic tariff package and the prolonged Contract may be terminated according to the provisions of the General Terms of Business related to Contracts for an indefinite period.

7.11.3 If the Seller and the Buyer (Payer) concluded a payment relief agreement in any way or form at any time during the term of the Contract, then this agreement shall automatically lose its effect on the termination of the Contract or, in case of extraordinary termination, immediately on the day the legal notice on the termination is received by the other party and all the related debts (capital, interests, contributions, etc.) become due and payable immediately and in one amount.

7.11.4 At the same time as the Contract terminates or is terminated, all the obligations to pay fees arising from the Contract shall become due automatically, immediately and in one amount, the enforceability of which is not affected by the termination of the Contract.

- 7.11.5 If the Contract terminates in a way that the Buyer's further natural gas supply is not ensured by a different natural gas trader or the Buyer himself/herself (the Buyer definitively discontinues using natural gas regarding the Place of consumption or the Seller terminates the Contract by extraordinary termination), then the Buyer shall bear liability towards the Seller up to the extent of the contractual booked capacity according to the Contract and pay the Capacity Fee and the Base Fee to the Seller for the entire contractual period determined in the Contract (or, in case of the Capacity Fee, for the period of the capacity booking if it is shorter than the contractual period), which the Seller shall be entitled to charge to the Buyer in one amount.
- 7.11.6 If the Buyer does not have a new natural gas trading contract or universal servicing contract after the termination of the Contract, then the legal consequences of consumption without a contract may be applicable against the Buyer regarding the consumed natural gas. The rules related to consumption without a contract are included in the general terms of business of the territorially competent System administrator.
- 7.11.7 The Contract may terminate or be terminated in the other cases determined in the legislation, according to the conditions described therein.

7.11.8 Cancellation

- 7.11.8.1 If the Buyer wishes to withdraw from the Contract after the conclusion of the Contract but no later than on the 30th (thirtieth) day preceding the commencement of the performance specified in the Contract, then the Seller may require the Buyer to pay abortive fee. Cancellation shall not be possible from the said date and the Contract may only be terminated according to the general rules.
- 7.11.8.2 The amount of the abortive fee shall be equal with the product of 50% (fifty percent) of the contracted annual natural gas volume not received by the Buyer regarding the delivery period determined in the Contract or the period until the end of the Loyalty Period and the contractual price (including the net unit price of the natural gas or tariff and the Network Access Fee) but a minimum of 100,000 HUF (one hundred thousand forints). The contracted annual natural gas volume not received by the Buyer shall be determined based on the expectable annual consumption specified in the Contract. In case of net natural gas unit price with formula, the amount of the retention fee shall be determined based on the closing prices valid on the day the Contract is terminated. The retention fee shall be payable to the Seller on an objective basis so the parties exclude the possibility of reducing the amount of the retention fee.

7.11.9 Ordinary termination

- 7.11.9.1 The Parties may terminate the Contract without reasoning by way of ordinary termination in writing, effective on the last gas day of the gas month following the termination notice, unless provided otherwise. During the Loyalty Period the party shall not be entitled to terminate the Contract by ordinary termination.
- 7.11.9.2 The termination notice of the Buyer shall contain:
- a) the fact of the termination,
 - b) the Buyer's declaration that it terminates the Contract due to no longer needing the supply or a change of traders.

7.11.9.3 If the termination notice is irregular, it does not have a legal effect, about which the Seller shall inform the Buyer in writing within 5 (five) days after the receipt of the notice.

7.11.9.4 The Seller shall only accept the Buyer's termination notice by post or electronic mail, which the Buyer shall send to the Seller's mailing address. The notice period shall start from the day the notice is received by the Seller.

7.11.10 Extraordinary termination

7.11.10.1 Either party shall be entitled to terminate the Contract with immediate effect by extraordinary notice with reasoning sent to the other party if the other party fails to fulfil its substantial obligation specified in the Contract despite the related written notice (substantial breach of contract). Exercising the right of extraordinary termination does not necessitate prior written notice in cases determined under Sub-points b), c) and d), Point 7.11.10.2 and Sub-points b) and d), Point 7.11.10.3.

7.11.10.2 It shall be deemed substantial breach of contract by the Buyer in particular if:

- a) the Buyer fails to fulfil his/her due payment obligation;
- b) if the court establishes the Buyer's insolvency or the court orders the conduction of liquidation proceedings or enforcement proceedings against the Buyer, and if the Buyer admits its general insolvency in writing or if the Buyer's highest body decides on its termination by winding up without a legal successor;
- c) the Buyer's declaration given to the Seller under the Contract turns out to not to reflect the reality in a material aspect;
- d) the Buyer is exempted from fulfilling his/her obligations under the Contract for more than 60 (sixty) successive days or for more than 90 (ninety) days during a Gas Year in case of a Force Majeure event;
- e) the Buyer refuses to provide financial guarantee;
- f) the Buyer fails to fulfil his/her other contractual obligations apart from those described above or fails to fulfil them appropriately despite the fact that the Seller has called on the Buyer on one occasion to ensure contractual performance indicating the breach of contract and setting the proper deadline.

7.11.10.3 It shall be deemed substantial breach of contract by the Seller if:

- a) the Seller unlawfully discontinues the natural gas trading service or interrupts it unduly or to an extent exceeding the permitted extent, including if the Seller does not initiate with the territorially competent natural gas distributor to reconnect the disconnected Place of consumption within the period determined in the legislation;
- b) the Authority has suspended or withdrawn the Seller's operating license and the Seller is no longer entitled to pursue natural gas trading activities under the Contract without a legal successor authorized to do so;
- c) the Seller files for bankruptcy proceedings at the competent court; or the competent court establishes the Seller's insolvency in its final decision, or the Seller's highest body decides on its termination by winding up without a legal successor;
- d) the Seller is exempted from fulfilling its obligations under the Contract for more than 60 (sixty) successive days or for more than 90 (ninety) days during a Gas Year in case of a Force Majeure event.

7.11.10.4 In case of extraordinary termination, if the Seller cannot deregister the Buyer under the rules of the change of traders, the Buyer shall remain supplied by the Seller until the Buyer can be deregistered according to the rules of the change of traders. In this case, the Seller shall provide and charge the natural gas supply to the Buyer according to the Basic tariff package for the period until the change of traders is completed provided that the Place of consumption was not disconnected.

7.11.10.5 The extraordinary termination of the Contract does not affect the enforceability of the other legal consequences determined in the Contract or the legislation.

7.12 Contract amendment

7.12.1 Unless provided otherwise in the General Terms of Business or the Contract, the Contract may be amended only by the mutual agreement of the parties in writing.

7.12.2 The parties agree that it shall also be deemed written amendment by mutual agreement if the Seller makes a written offer to the Buyer about the amendment of the Contract and the Buyer does not respond to the Seller's amendment offer within the timeframe set in the amendment offer. Such amendments of the Contract shall be valid on condition that:

- a) the Seller draws the Buyer's attention in its amendment offer in a clear and prominent manner to the fact that, if the Buyer does not make a written statement within the given timeframe, then the amendment offer shall be deemed accepted under this point of the Contract,
- b) the Seller ensures an appropriate timeframe of at least 15 (fifteen) days for the Buyer to make its statement about the amendment offer, and
- c) the Seller delivers its amendment offer to the Buyer in a way that its receipt by the Buyer can be certified.

7.12.3 Any change in the persons of the parties shall be regarded as a contract amendment; therefore, it requires the parties' mutual agreement except if the change means general legal succession or statutory separation of activities. The party concerned by the change shall, however, notify the other party about the change in the latter case in writing within five (5) working days; the party required to make the notification shall be liable for any damages arising from the non-performance or late performance of this obligation.

7.12.4 Changes in the contracting party's details determined in the Contract (e.g. company name, mailing address, bank, bank account) shall not be deemed an amendment of the Contract. The party concerned by the change shall, if possible, notify the other party of the change before it takes place but no later than 5 (five) days after the change; the party required to make the notification shall be liable for any damages arising from the non-performance or late performance of this obligation. A change in the person of the natural gas distributor shall not be deemed an amendment of the Contract about which the Seller shall notify the Buyer in writing. The change of the net unit price of natural gas regarding the given Settlement Period based on the set formula in case of a price with formula shall not be deemed an amendment of the Contract.

7.12.5 The parties shall examine the possible necessity of amending the Contract, initiate the amendment of the Contract and cooperate in the amendment if the valid legislation determining the parties' legal relationship change during the term of the Contract.

7.13 Governing law, legal disputes, invalidity

- 7.13.1 The parties declare that the Contract, including its annexes and its possible amendments, shall be governed by the Hungarian law. The Contract shall be drawn up in the Hungarian language so its translation to any foreign language shall only serve informative purposes. If the Contract is drawn up in both Hungarian and foreign languages, the Hungarian version shall govern in case of any differences or contradictions.
- 7.13.2 The Contract along with its annexes shall constitute the entire agreement between the Parties and the signature of the Contract shall render any previous oral or written interpretation, measure, statement or agreement between the Parties null and void.
- 7.13.3 The parties shall settle any disagreement arising in relation to the Contract or the breach, termination, validity or interpretation thereof amicably. If the amicable settlement does not lead to a result, the parties may turn to the court with the proper competence and powers.
- 7.13.4 The parties agree that the invalidity of any provision of the Contract shall not affect the validity of the remaining provisions except if the parties would not have concluded the Contract without the affected provision. In this case, the parties shall replace the invalid provision with one that is closest to the purpose thereof.
- 7.13.5 With the exception of the assignment of the parties' financial claims against each other and their transfer to an Affiliated Company, neither party shall be entitled to transfer or assign its rights and obligations determined in the Contract to a third party without the other party's prior written consent, which may only be refused on reasonable grounds. If the financial-business situation of the Affiliated Company is significantly worse than that of the assigning party, it shall be the condition of the assignation that the assigning party should provide a guarantee for the performance of obligations by the Affiliated Company. If the Buyer has provided a financial guarantee for the performance of the Contract, he/she shall be entitled to assign his/her rights and obligations under the Contract, including their assignment to the Affiliated Company, only on condition that it repeatedly provides financial guarantee to the Seller regarding the transfer or the third party concerned with the assignment, or modify the financial guarantee in a way that it should provide proper guarantee for the performance of the obligations of the third party concerned with the assignment.

8 RULES AND PROCEDURE OF TRADER CHANGE AND METHODS OF SETTLEMENT

8.1 General provisions

- 8.1.1 If the Buyer wishes to change natural gas traders, it shall be arranged by the System administrators and the concerned natural gas traders jointly and free of charge.
- 8.1.2 The Buyer may act independently to carry out the change of traders or mandate the natural gas trader the Buyer is concluding or wishes to conclude his/her new natural gas trading contract with to carry out the change.
- 8.1.3 The license holders concerned with the change of traders and the Buyer shall cooperate with each other.

- 8.1.4 If the Buyer has fulfilled his/her obligations related to the change of traders, such as, in particular, the contractual terms not performed at the time handing in the notice, but a concerned natural gas trader or the System administrator fails to fulfil its obligations related to the change of traders and the change of traders fails due to this, the Buyer's Contract remains effective with unchanged conditions. The natural gas trader or the System administrator failing to fulfil its obligations related to the change of traders shall pay the damage and costs of the concerned parties with interests due to the failure to complete the change of traders.
- 8.1.5 The Seller shall not be held liable for the delay of the deadline of the change of traders for reasons outside the Seller's control.

8.2 The Seller as the previous natural gas trader

- 8.2.1 If in the future the Buyer wishes to purchase the natural gas from another natural gas trader or universal provider at the Place of consumption under the Contract (hereinafter: **change of traders**), it shall report it to the Seller in writing no later than 30 (thirty) days before the termination of the Contract, considering the conditions of contract termination, or terminate the Contract as determined in the Contract. The termination of the Contract due to change of traders shall not affect the validity of the distribution network access contract.
- 8.2.2 The Seller shall send a written notification to the Buyer and, if the new natural gas trader acts on behalf of Buyer, the new natural gas trader within 5 (five) days after receiving the notice about
- a) the acknowledgement of the termination notice, indicating the unique identification number of the Place of consumption (measurement point ID) and the date of the termination of the Contract, or
 - b) the contractual conditions unfulfilled at the time of submitting the notice, including the debts of the Buyer, as well as the details of these debts and the method and deadline of settling them.
- 8.2.3 Debt shall mean all the due and not yet paid (whether or not overdue) arrears the Buyer has towards the Seller under the Contract (including the contractual penalty, surcharge and other fees) along with their interests, dues and all the costs against the Buyer that the Seller may incur in relation to the Contract and its enforcement.
- 8.2.4 In case of sale under Sub-point b), Point 8.2.2, the Buyer shall fulfil the contractual conditions not performed at the time of submitting his/her notice until the deadline specified in the notification. The Buyer's termination notice shall only become effective if the Buyer has fulfilled the contractual conditions not performed at the time of submitting his/her notice until the specified deadline and has not failed to duly fulfil another contractual condition (obligation) in the meantime. If the Buyer has fulfilled all the contractual conditions needed for the termination within the set deadline, the Seller shall commence the change of traders after becoming aware of the fulfilment of the conditions and sends an acknowledgement without delay under Sub-point a), Point 8.2.2. If the time period set in the notification sent by the Seller according to Sub-point b), Point 8.2.2 expires without the Buyer fulfilling the contractual conditions specified in the Seller's notification, it shall be regarded as indication that the Buyer withdraws his/her termination notice, as a result of which the change of traders fails and the Contract remains valid between the Parties. In this case, the Seller shall be entitled to ensure and charge the Buyer's natural gas supply against the Basic tariff package from the planned date of the termination of the Contract.

- 8.2.5 If the Buyer acts on his/her own, it shall send the notification under Sub-point a), Point 8.2.2 to the new natural gas trader in due time after receiving it so that the natural gas trader can perform its obligations under the GET.
- 8.2.6 If the Buyer does not act on his/her own, the Seller shall report the change of traders and the date of the termination of the Contract to the System administrator at the same time as it sends the acknowledgement under Sub-point a), Point 8.2.2. The concerned System administrator shall perform its tasks determined in relation to the change of traders until the date of the termination of the Contract.
- 8.2.7 In case of a change of traders, the Seller and the Buyer shall settle accounts with each other. The meter reading at the time of the change of traders shall take place as follows:
- a) in case of Buyers with remote-readable meters, the System administrator shall ensure that the closing meter reading is remotely determined at the time of the termination of the Contract,
 - b) in case of Buyers without remote-readable meters, the agreement between the Buyer, the Seller and the new natural gas trader shall prevail as to the determination of the closing meter reading. In this context, the parties may also agree to accept the meter reading reported by the Buyer or an estimation made according to the profile classification under the OCR.
- 8.2.8 If the parties do not agree on the closing meter reading, the new natural gas trader shall initiate with the System administrator the reading of the consumption metering equipment at least 5 (five) working days before the termination of the Contract. The cost of meter reading shall be divided equally between the Seller and the new natural gas trader. (The System administrator shall determine the closing meter reading by way of apportionment based on the reading.)
- 8.2.9 The System administrator shall report the data needed for settlement to the Seller and the new natural gas trader within 3 (three) days after the reading, based on which the Seller issues a final invoice within 20 (twenty) days after the termination of the Contract. The meter reading in the first invoice issued by the new natural gas trader shall be identical with the closing meter reading in the final invoice.
- 8.2.10 In case of a fixed-term Contract, if the Buyer concluded or wishes to conclude a natural gas trading contract with another natural gas trader becoming effective on the day after the day the Contract terminates, the Buyer shall report the conclusion of the new natural gas trading contract to the Seller at least 30 (thirty) days before the termination of the Contract so that the change of traders can take place on the day after the termination of the Contract. The Buyer shall comply with the conditions under Point 7.11.2 with regards to the termination of the Contract. If the Buyer fails to meet the deadline of reporting, the Seller and the System administrator shall not be liable if the change of traders does not take place on the day after the termination of the Contract if they complied with the related deadlines.
- 8.2.11 In case of a change of traders, the Buyer or the new natural gas trader concluding a natural gas trading contract with the Buyer shall book the capacity booked with the System administrator and made available after the termination of the Contract to ensure the supply of the Buyer noting that the new natural gas trader may fully or partially refuse to take over and book the transmission feed-in capacity, the transmission release capacity related to storage, and the storage capacity. In case of the transmission and distribution capacity, the Capacity Fee shall be paid until the end

of the Gas Year; the storage capacity shall be payable time-proportionately until the end of the storage year.

8.2.12 In case of the full or partial refusal of taking over and booking the transmission feed-in capacity, the transmission release capacity related to storage, and the storage capacity, the natural gas network access fees shall be paid by

- a) the new natural gas trader after the capacity taken over and booked by itself,
- b) the Seller after the capacity not taken over or booked from it by the new natural gas trader

The natural gas network access fee payable after the capacity not taken over or booked by the new natural gas trader shall not be passed on the Buyer.

8.2.13 The further regulations related to the change of traders shall be determined in the GET, Vhr and the OCR.

8.3 The Seller as the new natural gas trader

8.3.1 Before the Buyer's change of traders, the Seller shall act as a representative or agent, if authorized or mandated by the Buyer, regarding the cancellation and termination of the natural gas trading service the Buyer has with another natural gas trader, including the universal service contract (hereinafter, for the purposes of Point 8.3: the **previous contract**). Without an authorization or mandate, the Seller shall not be entitled to cancel the previous contract or make a report regarding its termination. In such cases, the Buyer shall take all the necessary steps to ensure the termination of the said contract. The authorization or mandate shall not extend to the settlement obligations related to the cancellation and termination of the previous contract or apply to the performance of any settlement obligations existing against the System administrator.

8.3.2 In relation to the management of the previous natural gas trading contract, the Seller shall report the change of traders to the System administrator.

8.3.3 If the Buyer acts on his/her own, at the same time as it sends his/her termination notice to the previous natural gas trader it shall notify the Seller of his/her intention to enter and the expectable date of its entry so that the Seller can fulfil its obligation of reporting and initiation towards the System administrator as determined in Section 31/B of the GET in due time. The Buyer shall send the Seller the acknowledgement of the termination notice received from the previous natural gas trader along with the copy of the last invoice it received from the previous natural gas trader without delay but no later than 22 (twenty-two) days before the termination of the previous contract. If this deadline is not observed, the Seller cannot ensure that the supply starts on the start day stipulated in the Contract.

8.3.4 On behalf of the Buyer, the Seller shall report to the concerned System administrator the effective date of the new Contract and initiates the conclusion (amendment) of the network access contract applying the unique identification number of the Place of consumption without delay after receiving the acknowledgement of the termination notice from the previous natural gas trader but no later than 21 (twenty-one) days before the date of termination of the Buyer's previous natural gas trading contract.

8.3.5 In the absence of an agreement between the Buyer, the previous natural gas trader and the Seller, the System administrator shall report the data needed for the settlement of accounts within 3 (three) days after the meter reading or estimation to the previous natural gas trader and the Seller, based on which the previous natural gas trader

issues a final invoice. The initial meter reading in the invoice issued by the Seller shall be equal with the closing meter reading in the final invoice.

- 8.3.6 If the previous natural gas trader informs the Seller that it does not accept the termination due to overdue arrears on invoices or the non-performance of other contractual conditions, then the provision of the natural gas trading service can start after the date of the termination of the previous contract specified in the acknowledgement of the fulfilment of the conditions needed for the termination of the previous contract under the Contract concluded with the Seller and following the successful change of traders.
- 8.3.7 The Seller may choose to conclude the Contract on condition that the Buyer should not have any overdue arrears on invoices towards the natural gas trader (Universal service provider) previously supplying it and in relation to any of his/her Places of consumption and that none of the Buyer's Places of consumption should be disconnected from natural gas supply due to overdue arrears on invoices or any other breach of contract, and that the Buyer's previous supply contract has been terminated (or will terminate no later than by the time the supply under the Contract begins).
- 8.3.8 The Seller may make the acceptance of the request for quotation subject to the provision of a financial guarantee in case of users not eligible for Universal service if the previous natural gas trading contract was terminated due to non-payment or if other conditions under Point 7.7 exist.
- 8.3.9 If the Buyer has fulfilled his/her obligations related to the change of traders but either the concerned natural gas trader or the System administrator fails to fulfil its obligations related to the change of traders, then the Buyer's previous contract shall remain effective with unchanged conditions. The natural gas trader or System administrator not fulfilling the obligations related to the change of traders shall reimburse the damages and costs incurred due to the failure of the change of traders by the concerned parties along with the interests.
- 8.3.10 If the change of traders is unsuccessful due to the Buyer's fault, the Seller shall be entitled to pass the costs it incurs in relation thereto on to the Buyer.
- 8.3.11 The Buyer accepts and understands that, if he/she concludes a Contract with the Seller for more than one Place of consumption at the same time, the change of traders may take place at different times for the different Places of consumption. If the supply of the different Places of consumption begins on days other than those determined in the Contract, the Seller shall not be liable to pay contractual penalty or compensation to the Buyer if it has fulfilled his/her obligations under the GET and the Vhr.

8.4 Rules related to the change of traders in case of users eligible for Universal service

- 8.4.1 Under the relevant legal provisions, the rules regarding the change of traders of users eligible for Universal service shall be identical with those regulating the change of traders of users not eligible for Universal service, with the exceptions described below.
- 8.4.2 The user eligible for Universal service may initiate natural gas supply within the scope of the universal service. Switching over to the universal provider shall take place according to the rules of the change of traders detailed above noting that the universal provider shall have contracting obligation in case of the eligible users in its territory.

- 8.4.3 If the user not classified as a Domestic user but eligible for Universal service wishes to use Universal service again after the termination of the Contract, the universal provider shall be entitled to ask the Buyer to submit the Seller's certificate stating that the Contract was not terminated due to disconnection as a result of non-payment. In the existence of certain conditions, the Seller shall issue the certificate if it is requested by the user not classified as a Domestic user but eligible for Universal service. If the Seller has refused to issue the certificate because the Contract concluded with the user not classified as a Domestic user but eligible for Universal service was terminated due to disconnection as a result of non-payment, the universal provider shall be entitled to require financial guarantee as the condition of concluding the universal service contract.

9 SPECIAL RULES RELATED TO USERS ELIGIBLE FOR UNIVERSAL SERVICE

9.1 General provisions

- 9.1.1 According to the conditions specified under this Point 9, the Seller may also provide natural gas trading service to the users eligible for Universal service.
- 9.1.2 Regarding the service conditions not regulated under this point, the other provisions of the General Terms of Business shall apply.
- 9.1.3 The user eligible for universal service may terminate the Contract for an indefinite period in writing with 30 (thirty) days' notice. The Buyer shall not be entitled to terminate the Contract by ordinary termination during the Loyalty Period.
- 9.1.4 Regarding users eligible for Universal service, it is possible to deviate from the conditions determined under Point 9 in case of the parties' express mutual agreement (in particular if a user not eligible for Universal service and users eligible for Universal service wish to jointly conclude contracts for their natural gas supply with identical conditions and if a number of users eligible for Universal service and users not eligible for Universal service wish to conclude a single Contract for their Places of consumption with the Seller containing the same conditions) provided that the deviation is not prohibited by the legislation.
- 9.1.5 The detailed information regarding the services used, the pricings related to the tariffs, the conditions of settlements and the scheduling of the meter readings shall be specified (in cases differing from Point 7.8) in the concerned Contracts and in the current notifications.
- 9.1.6 Unless otherwise provided for in the Civil Code, the agreement of consideration concluded by the spouses during the existence of the community of property shall be regarded as an agreement concluded with the approval of the other spouse except if the third party concluding the agreement knew or should have known that the other spouse had not approved the conclusion of the agreement. If the spouse concluded the agreement for the purposes of meeting the usual needs of everyday life, pursuing their profession or private entrepreneurial activity, the other spouse may refer to the lack of their approval if they had expressly objected to the agreement before its conclusion at the third party concluding the agreement.

9.2 Cases of unilateral amendment of the Contract by the Seller, inclusive of price changes; term of the amendment and the rules of publication

9.2.1 The rules related to the unilateral amendment of the Contract by the Seller are found under Point 7.2.4; the rules regulating the unilateral modification of tariffs are determined under Point 7.5.3.

9.3 Special provisions related to vulnerable consumers

9.3.1 General provisions

9.3.1.1 The Seller shall meet the provisions related to vulnerable consumers in accordance with the provisions of the legislation as determined under the General Terms of Business.

9.3.1.2 Based on their characteristics making them eligible for protection determined in a separate law, as consumers with special social needs or disabilities, vulnerable consumers among Domestic users may enjoy the treatment and preferences provided by the Seller or the natural gas provider and determined in detail under the Vhr.

9.3.1.3 If a Buyer qualifies as a user with both special social needs and disabilities, he/she shall be eligible to receive the preferences ensured for both groups.

9.3.1.4 The Buyer wishing to use the preferences provided for vulnerable consumers may apply for his/her registration by the territorially competent natural gas distributor by presenting the original copy of the document certifying his/her eligibility. The rules related to registration are determined in the GET, the Vhr and the general terms of business of the natural gas distributor. The Buyer shall become eligible to use the preferences provided for vulnerable consumers through his/her registration noting that the natural gas distributor shall suspend the disconnection procedure ongoing at the time of the submission of the application for registration in case of consumers with special social needs while the application is being processed.

9.3.1.5 The vulnerable consumer shall report the change or termination of the condition ensuring his/her eligibility for protection to the natural gas distributor in writing within 15 (fifteen) days.

9.3.1.6 If the vulnerable consumer or the person living in the household of the Domestic user receiving special care that justifies the protection moves to another Place of consumption, the change shall be reported according to the rules regarding the changes in the consumer's person and, if the eligibility for protection still exists and the protection is requested, a new application shall be submitted based on the natural gas trading contract concluded for the new Place of consumption.

9.3.1.7 In case of a change of traders, the natural gas distributor shall inform the new natural gas trader about the existence of the protection and the data of the vulnerable consumers in its records.

9.3.1.8 The tasks of the natural gas distributor related to vulnerable consumers are determined in the general terms of business of the natural gas distributor.

9.3.2 Consumers with special social needs

9.3.2.1 Eligible consumers, certification and scope of eligibility

9.3.2.1.1 For the purposes of the GET and the Vhr, a consumer with special social needs shall be the natural person or who meets one of the following criteria or who has a person living in their household who meets one of them:

- a) under Act III of 1993 on Social Governance and Social Benefits, receives
 - i. old age allowance, or
 - ii. allowance for persons of working age, or
 - iii. municipal support to cover regular costs related to residence, or
 - iv. care allowance, or
 - v. child home care allowance;
- b) under Act XXXI of 1997 on the Protection of Children and the Administration of Guardianship,
 - i. receives regular child protection allowance, or
 - ii. received housing support (for 3 (three) years after the support is granted), or
 - iii. qualifies as such a foster parent or professional foster parent who rears a child in institutional care in their own household;
- c) is in a rental relationship according to Act CIII of 2018 on Ensuring the Creation of Homes for Natural Persons Participating in the National Asset Management Program with an Operator specified under Act CIII of 2018.

9.3.2.1.2 The consumer with special social needs can certify his/her compliance with the conditions under Point 9.3.2.1.1 to the natural gas distributor by presenting the original copy of a document specified below:

- a) a completed and signed form according to Annex 9 of the Vhr not older than 30 (thirty) days, or
- b) a certificate or resolution published by the body establishing the care or fact entitling the consumer for the status of consumer with special social needs and certifying the existence of the eligibility, not older than 30 (thirty) days.

9.3.2.1.3 The further rules related to the certification of the eligibility of consumers with special social needs are determined in the general terms of business of the natural gas distributor.

9.3.2.1.4 The natural gas distributor shall notify the Seller as the natural gas trader supplying the consumer with special social needs of the entry into or deletion from the records of the consumer with special social needs.

9.3.2.2 Preferential conditions available within the scope of the eligibility

9.3.2.2.1 The consumer with special social needs may use the following preferences:

- a) payment in instalments,
- b) deferred payment for a maximum of 30 (thirty) days,
- c) prepayment meter.

9.3.2.2.2 The vulnerable consumer may only exercise his/her rights granted under protection at one Place of consumption. If the consumer with special social needs applies for his/her entry in the records with view to a person living in the same household, this person shall not be entitled to request his/her entry in the records regarding another Place of consumption.

9.3.2.3 *Preferential payment options (payment in instalments, deferred payment)*

9.3.2.3.1 The consumer with special social needs may request the application of payment in instalments or deferred payment no later than the end of the deadline specified in the second payment notice. The attention of consumers with special social needs shall be drawn to this in the payment notices. The Seller shall give a substantial response to the request of the consumer with special social needs for preferential payment options within 15 (fifteen) days. The consumer with special social needs shall not be disconnected while his/her request is under assessment.

9.3.2.3.2 The payment in instalments and the deferred payment shall only be available for such consumers with special social needs who undertake to pay the price of the natural gas consumed during the period of payment in instalments or deferred payment, the partial amounts of the overdue debt or the deferred amount of the debt within the set deadline. The consumer with special social needs shall be entitled to payment in instalments or deferred payment on 1(one) occasion within 12 (twelve) months.

9.3.2.3.3 The maximum duration of the deferred payment shall be 30 (thirty) days.

9.3.2.3.4 The duration of the payment in instalments shall not be less than

- a) 2 (two) months in case of an overdue debt not exceeding the price of 1 (one) month's consumption of the same period of the previous year,
- b) 5 (five) months in case of an overdue debt exceeding the price of 1 (one) month's consumption but not exceeding the price of 3 (three) months' consumption of the same period of the previous year,
- c) 6 (six) months in case of an overdue debt exceeding the price of 3 (three) months' consumption of the same period of the previous year,

where the consumption of the previous year shall be determined on the basis of the division of the consumption of the 12 (twelve) months' consumption preceding the application according to the characteristic curve stipulated in *Annex 2*.

9.3.2.3.5 The consumer shall not be subject to the obligation to pay interests regarding the payment obligation concerned by the preferential payment during the validity of the agreement on payment in instalments or deferred payment.

9.3.2.3.6 If the consumer with special social needs breaches the conditions regarding the preferential payment options, the Seller shall be entitled to terminate the agreement on payment in instalments or deferred payment with immediate effect, in which case the total amount included in the agreement (capital, interests, dues, etc.) becomes payable in one amount immediately.

9.3.2.3.7 Any deviation from these provisions regarding the preferential payment options shall only be possible for the benefit of the consumer with special social needs.

9.3.2.3.8 If the consumer with special social needs changes natural gas traders after his/her entry into the records, the previous natural gas trader shall issue a certificate at the

time of the termination of the previous natural gas trading contract as to whether the consumer with special social needs received the option of deferred payment or payment in instalments during the past 12 (twelve) months and if he/she met the conditions of its agreements.

9.3.2.4 *Prepayment meter*

9.3.2.4.1 In addition to offering the preferential payment options, the Seller shall conspicuously offer the possibility of installing prepayment meters, in coordination with the natural gas distributor. The Seller shall provide prepayment meters for all such consumers with special social needs who request it. If the Domestic user as a consumer with special social needs initiates his/her entry in the records of vulnerable consumers during the period of or after disconnection due to overdue debt, it may at the same time request the instalment of the prepayment meter under the conditions of payment in instalments determined under the previous point ("Preferential payment options (payment in instalments, deferred payment)").

9.3.2.4.2 If the Seller refuses the request of the consumer with special social needs for preferential payment options or if the consumer with special social needs fails to settle his/her debt despite the preferential payment options or fails to comply with the provisions of the agreement on the payment in instalments or the deferred payment in any other way, then the Seller may make the further consumption subject to the instalment of a prepayment meter, to which the Seller shall draw the attention of the consumer with special social needs in the notification it sends on the granting or refusal of the option of payment in instalments or deferred payment. The prepayment meter shall be installed by the natural gas distributor on the Seller's initiative at the time specified in the prior notification. If the consumer with special social needs does not agree on the instalment of the prepayment meter or hinders or prevents the instalment and entry into operation thereof, he/she may be disconnected from supply under the rules related to the disconnection of Domestic users. The rules related to the disconnection of Domestic users are included in *Annex 4* (general terms of contract).

9.3.2.4.3 The principle of the lowest cost shall be applied in all cases during the instalment of the prepayment meter. At the same time as the instalment of the prepayment meter, the natural gas distributor shall inform the consumer with special social needs in writing about the instructions of use of the prepayment meter and the related contractual conditions.

9.3.2.4.4 At the same time as the instalment of the prepayment meter, the Seller and the consumer with special social needs shall agree on the settlement of the debts accumulated and pending until the time of installing the prepayment meter. The duration of the payment in instalments shall not be less than:

- a) 4 (four) months in case of an overdue debt not exceeding the price of 1 (one) month's consumption of the same period of the previous year,
- b) 10 (ten) months in case of an overdue debt exceeding the price of 1 (one) month's consumption but not exceeding the price of 3 (three) months' consumption of the same period of the previous year,
- c) 12 (twelve) months in case of an overdue debt exceeding the price of 3 (three) months' consumption of the same period of the previous year,

where the consumption of the previous year shall be determined on the basis of the division of the consumption of the 12 (twelve) months' consumption preceding the application according to the characteristic curve stipulated in *Annex 2*.

- 9.3.2.4.5 The consumer shall not be subject to the obligation to pay interests regarding the payment obligation concerned by the preferential payment during the validity of the agreement on payment in instalments.
- 9.3.2.4.6 In order to facilitate the agreement, the Seller shall send an agreement offer to the consumer with special social needs regarding the settlement of the debts. If the consumer fails to return the Seller's written offer regarding the settlement of the debts signed or make a counter proposal within 15 (fifteen) days of receiving it, then it shall be deemed that the consumer does not accept the instalment of the prepayment meter or that it has withdrawn its previous agreement regarding the instalment.
- 9.3.2.4.7 The further rules regarding the preferential payment options are included in the previous point ("Preferential payment options (payment in instalments, deferred payment)").
- 9.3.2.4.8 In case of consumers with special social needs, the costs of instalment of the prepayment meter and the cost of the measurement point transformation needed for the instalment of the prepayment meter shall be borne by the natural gas distributor. The ownership of the prepayment meter shall be governed by the general rules on consumption metering equipment.
- 9.3.2.5 *Topping up the prepayment meter*
- 9.3.2.5.1 It is the responsibility of the consumer with special social needs to top up the prepayment meter. A third person may also top up the prepayment meter for the benefit of the consumer with special social needs. The prepaid amount may be used flexibly during the term of the Contract. The disruption in supply due to the fact that the meter is not topped up or that the topped up amount has been used shall not be deemed disconnection by the license holder or a breach of contract by the Seller.
- 9.3.2.5.2 The Seller shall ensure the possibility of topping up the prepayment meter at the customer service office during the published opening hours and at the top-up points operated by its contracted partner. The full list of the top-up points can be found on the Seller's website. Topping up is possible by bank card at the Seller's customer service office and in cash or by bank card at the top-up points operated by the Seller's contracted partner.
- 9.3.2.5.3 If the card used to top up the prepayment meter fails, the user shall submit it at the Seller's customer service office. In the absence of this, the Seller may invoice the cost of card replacement. The service interruption occurring as a consequence of the failure and replacement of the card shall not be deemed disconnection by the license holder or a breach of contract by the Seller.
- 9.3.2.5.4 The Seller shall publish the detailed and updated information on the top-up points, the current minimum amount of topping up and the purchasable natural gas volume on its website. The above information, inclusive of the top-up points in the county of the customer service office, the minimum amount and the purchasable volume, shall also be available at the consumer service office. If requested, the customer service office shall give information on further top-up points.
- 9.3.2.5.5 Before topping up, the user shall load the data of the meter on the card.
- 9.3.2.5.6 The Seller shall ensure the consumer with special social needs with a prepayment meter the possibility of prepaying the natural gas consumption after the settlement

of the due instalment according to the agreement on payment in instalments or deferred payment, the Base Fee and other due amounts (e.g. interest on arrears).

9.3.2.5.7 If the consumer with special social needs delays the payment of the instalment according to the agreement on payment in instalments or the deferred payment, the Seller may use

- a) 25% of the amount paid by the consumer with special social needs to top up the prepayment meter in case of an overdue debt under 150,000 HUF, or
- b) 50% of the amount paid by the consumer with special social needs to top up the prepayment meter in case of an overdue debt over 150,000 HUF

to reduce the amount of the overdue debt provided that the Seller fulfilled

obligation to provide information under the GET and the Vhr.

9.3.2.5.8 Regarding the natural gas volume unused until the termination of the Contract, the Seller shall fully settle accounts with the user applying the unit prices valid on the day of termination of the contract (in case of arrears, the amount returnable on the basis of the unused natural gas volume shall be credited up to the amount of the arrears). The Seller shall consider the unused volume based on the meter reading provided by the natural gas distributor.

9.3.2.6 *Invoicing*

9.3.2.6.1 The price of the natural gas purchased using the prepayment meter may not exceed the price the consumer with special social needs would pay under his/her Contract in the absence of a prepayment meter.

9.3.2.6.2 The consumer shall receive a partial invoice about the paid amount at the time of topping up and a settlement invoice in view of the actual consumption period and volume. The emergency credit used shall also be recognized at this time, subsequently. Before settlement and topping up the consumer shall load the data of the meter on the card.

9.3.2.6.3 The tariff applied during the settlement of consumption and the Base Fee shall be identical with the tariff applied during the settlement of purchases via non-prepayment meters.

9.3.3 Consumers with disabilities

9.3.3.1 *Eligible consumers, certification and scope of eligibility*

9.3.3.1.1 A consumer with disabilities shall be the consumer

- a) who receives disability allowance,
- b) who receives personal allowance for blind persons,
- c) whose life or health is directly threatened by their disconnection from the natural gas supply or the discontinuation thereof.

9.3.3.1.2 As a consumer with disability, the Domestic user can certify to the natural gas distributor its eligibility to be entered in the records of vulnerable consumers to the natural gas distributor by

- a) submitting the completed and signed form according to Part A), Annex 10 of the Vhr not older than 30 (thirty) days, and
- b) if it receives personal allowance for blind persons, presenting the original copy of the resolution or certificate issued by the authority establishing or providing the allowance to certify the existence of the eligibility not older than 30 (thirty) days or submitting the completed and signed form according to Part B), Annex 10 of the Vhr not older than 30 (thirty) days, or
- c) if it receives disability allowance, presenting the original copy of the resolution or certificate issued by the authority establishing or providing the allowance to certify the existence of the eligibility not older than 30 (thirty) days or submitting the completed and signed form according to Part B), Annex 10 of the Vhr not older than 30 (thirty) days *and* the form according to Part C), Annex 10 of the Vhr, or
- d) if disconnection from or discontinuation of the natural gas supply would directly threaten the life or health of the Domestic user or a person living in the same household, then the form according to Part C), Annex 10 of the Vhr.

In case d), the certificate shall contain the contact information of the person to be notified in case the person with the disability defined above is affected by disconnection from or discontinuation of the natural gas supply.

9.3.3.1.3 The natural gas distributor shall notify the Seller as the natural gas trader supplying the person with disability at the same time as the consumer about the entry into or deletion from the records of the consumer with disability.

9.3.3.2 *Preferential conditions available within the scope of the eligibility*

9.3.3.2.1 At the time of reporting his/her request to be entered in the records, the consumer with disability shall make a statement as to which of the services provided by the Seller he/she wishes to use according to his/her disability. The Seller shall start providing the requested service no later than on the 30th (thirtieth) day after the consumer's entry in the records if the requested service complies with the disability. The Seller shall not be obliged to satisfy any request of consumer with disability not supported by the submitted documents.

9.3.3.2.2 The consumer with disability may modify his/her statement on maximum 2 (two) occasions a year. If the consumer modifies his/her previous statement, the Seller shall start providing the services to be used no later than on the 30th (thirtieth) day after the receipt of the consumer's modification request if the requested service complies with the disability. The Seller shall not be obliged to satisfy any modification request of consumer with disability not supported by the submitted documents.

9.3.3.2.3 The nature of the disability that makes the consumer with disability unable to read the consumption metering equipment, read the invoices or settle the invoice outside the Place of consumption using methods other than payment in cash or the compliance with Sub-point d), Point 9.3.3.1.2 shall be certified by the attending physician or, in the absence of such physician, the general practitioner by completing the form according to Part C), Annex 10 of the Vhr so that the Seller can identify the nature and contents of the special treatment under the legislation and the General Terms of Business. If the expert body on rehabilitation examined the health condition, health damage or disability of the concerned person, the attending physician or the general practitioner shall establish the nature of disability or the compliance with Sub-point d), Point 9.2.2.1 based on the expert opinion or resolution of this body.

- 9.3.3.2.4 The Seller shall provide the special treatment free of charge.
- 9.3.3.2.5 Special treatment for consumers with disability receiving personal allowance for blind persons or disability allowance may be the following:
- a) monthly (interim) meter reading at the Place of consumption,
 - b) ensuring the possibility of settling invoices at the Place of consumption in cash,
 - c) establishing the point of measure in a way that differs from the usual arrangement but complies with the technical and safety requirements (special treatment ensured by the natural gas distributor),
 - d) unique assistance provided for the interpretation of the invoice: invoice copy in larger format (photocopy in A3 size), on-site invoice explanation, invoice translation (invoice printed with Braille script).
- 9.3.3.2.6 The person receiving personal allowance for blind people or disability allowance as a consumer with disability does not have to be ensured special treatment according to his/her condition if there is an adult person in the same household who does not qualify as a consumer with disability.
- 9.3.3.2.7 If the disconnection from or interruption of the natural gas supply would directly threaten the life or health of the Domestic consumer or a person living in the same household, the rules of notification determined in the general terms of business of the natural gas distributor regarding the notification of Domestic users due to planned interruptions shall apply to the date of notification in the event of the interruption or planned interruption of the service.
- 9.3.3.2.8 The consumer with disability may only exercise his/her rights ensuring his/her protection at one Place of consumption.
- 9.3.3.2.9 In addition to the above, the Seller shall pay extra attention to ensure equal opportunities for its customers with disabilities. In that context, the Seller shall ensure the obstacle-free accessibility of its customer service office. If the consumer with disability so requires, the Seller shall ensure anticipated administration of matters. Based on the indications of consumers with disability or their interest organizations, the Seller strive to assist the administration of matters of consumers with disability in additional ways.

9.4 Rules of procedure regarding the management of the change of users

- 9.4.1 The detailed rules of the procedure regarding the management of the change of users are included under Point 6.4.

10 SPECIAL CONDITIONS REGARDING DISTRICT HEAT PRODUCER LICENSEES AS CUSTOMERS

10.1 General provisions

- 10.1.1 This point of the General Terms of Business contains the special rules regarding the natural gas trading service provided to district heat producer licensee Buyers. In matters not regulated under this point, the other provisions of the General Terms of Business shall be applied.

10.1.2 The Seller shall only be entitled to initiate with the natural gas distributor the disconnection due to late payment of the district heat producer licensee that sells district heat to district heat providers supplying domestic users or separate installations or that supplies domestic users or separate installations with district heat as a district heat producer licensee if the following conditions are jointly met:

- a) the district heat producer licensee Buyer is more than 90 (ninety) days late with its payment obligation,
- b) The Seller has notified the district heat producer licensee about the debt at least twice, and
- c) the consultation between the parties about providing the option of deferred payment or payment in instalments led to no result.

10.1.3 In the cases under Sub-points b) and c), Point 10.1.2, the district heat producer licensee's first notification shall be sent by post or electronically and the second notification shall be sent by registered letter with acknowledgement of receipt or any other way that makes it possible to certify receipt by the district heat producer licensee. A minimum of 15 (fifteen) days shall pass between the 1st (first) and 2nd (second) notifications.

10.1.4 If the district heat producer licensee disconnected from natural gas supply settles all its overdue debts and pays the other costs determined in Paragraph (3), Section 106 of the GET, the natural gas trader shall initiate the reconnection of the district heat producer Buyer to the supply within 24 (twenty-four) hours after the debts and costs are paid. The Seller's failure to fulfil this obligation shall be deemed substantial breach of contract. The natural gas distributor shall ensure the natural gas distribution service within 24 (twenty-four) hours after becoming aware of the Seller's initiation regarding the reconnection.

Gábor Hiezl
CEO

Imre Fodor
Business Sales Director

Annexes: 5

Appendices: 3

These general terms of business was approved by the Hungarian Authority of Energy and Public Utility Regulatory Authority with its resolution number issued on