Natural Gas Trading Business Regulations

	•	1
Annex 1	ŀ	par code
Acknowledgement of receipt	·	ar code
•		
o report change of users	L	
Transferring (moving) user's name ^{1,2} .		
user under the legal title of Downer	Πtenant	□other 1,2
Birth name ¹	□tenant Mother's name¹:	
Place and date of birth ¹		
Tax number ^{1,2} ·	Registration no. (e.g. company reg. no.) ^{1,2} :	
Address ¹ /Registered office ² ·		
Telephone number ^{1,2} :	Bank account number3:	
User identification number ^{1,2} :	Email address ^{4,5} :	
Data to be supplied in the event of the	User's death	
Deceased user's name ¹ :		
user under the legal title of □owner	□tenant	□other 1.
Birth name ¹ :	Mother's name ¹ :	
Place and date of birth ¹ :		
Date of death: year ¹ : month:	day:	
The death is reported by (name) ¹ :		
Notification address ¹ :		
Email address ^{4,5} :		
Transferse user's name12:		
	□tenant	
Rirth name ¹	Mother's name ¹	
Place and date of hirth ^{1.}	Would shall	
Tax number ^{1,2} ·	Registration no. (e.g. company reg. no.) ^{1,2} :	
Address ¹ /Registered office ² ·		
Telephone number ^{1,2} :	Bank account number³:	
Place of appropriate address 12:		
Measurement point ID ^{1,2,6} :		
Serial number and reading of metering de	vice(s) at the time of transfer (Please mark with an X if there is	
Number Meter serial number ^{1,2}	Meter reading ^{1,2} Date ^{1,2}	Remark
1.		
2		
3		

Note: MVM Next Energiakereskedelmi Zrt. is entitled to modify the above data based on the results of the on-the-spot check of the natural gas distributor.

The Transferor user states that he/she stops using the natural gas service at the specified place of consumption (moves, etc.); therefore, by signing this document, he/she terminates his/her natural gas trade contract in effect with MVM Next Energiakereskedelmi Zrt. 1-2 The Transferor user agrees to settle the advance and final invoices issued according to and up to the meter reading(s) entered above. If the Transferor user's distribution network access contract concluded with the territorially competent natural gas distributor is managed by MVM Next Energiakereskedelmi Zrt. as his/her representative, the Transferor user also terminates his/her distribution network access contract by signing this document and requests MVM Next Energiakereskedelmi Zrt. to act in this matter.

The Transferee user states that he/she wishes to use the natural gas trading service provided by MVM Next Energiakereskedelmi Zrt. starting from the meter reading(s) entered above and wishes to conclude a natural gas trade contract with MVM Next Energiakereskedelmi Zrt. (In order to accelerate contracting, the Transferee user completes the free market RFQ accessible on the website (https://www.mvmenergiakereskedo.hu).)

The Transferee user as the presumptive inheritor / as the person entitled to use the place of consumption affected by the death, also without the evidence of his/her status as inheritor, hereby states that he/she assumes all responsibility vis-à-vis other persons eligible for contracting that arise from his/her conclusion of the natural gas trading contract. Further, in the event that there is a change of owners regarding the specified place of consumption based on the final grant of probate, he/she agrees to report this within 15 days after the grant of probate becomes effective.

The Parties state	e mai me data ente	red above are correct and accurate.	
Date:	20	. year month day	
	•	,	
	user / person repor	ting the death of the User	Transferee user

The information on the personal data managed in relation to the provision of the natural gas trading service and the performance of the natural gas trading contract can be found on the website www.mvmnext.hu and in the General Data Management Information available at our customer service offices. The information on the personal data managed in relation to the voice recording made during our administrative processes can be found on the website www.mvmnext.hu and in the Data Management Information on Voice Recordings available at our customer service offices.

^{1,2}As these data are required to facilitate processing the change of the user at the place of consumption, please enter these data taking into account the provisions of Point b), Paragraph (1), Section 6 of the General Data Protection Regulation (GDPR) and/or Paragraphs (2), (4) and (7), Section 23/B of Government Decree 19/2009. (I.30.).(in case of ¹natural persons, ²not natural persons).| ³Compulsory field for repayment by bank transfer | ⁴If supplied, MVM Next Energiakereskedelmi Zrt. shall be entitled to communicate electronically. | ⁵To be entered voluntarily, this data is managed with the data subject's approval.| ⁵The row of numbers in brackets after the measuring point ID on page 3 of the invoice.

Annex 2			bar code
Request for the defin	nitive terminatio	n of gas service	
			L
Measuring point ID (PO User identification num			
User data			
User's name ¹ :			
Mother's name ^{1,4}			
			e of birth ^{1,4}
Telephone number ¹ :		Email add	ress ² :
Postal address ¹ :	postal code,		Tax number, ³ city,
		street, road, squa	enumber (building/floor/apt.)
Registered office 1,5:	• • • • • • • • • • • • • • • • • • • •		
Payer's birth name ^{1,4} Mother's name ^{1,4} Place of birth ^{1,4} Telephone number ¹ : Registration no. (e.g. co Postal address ¹ : Residential address ⁴ Registered office ^{1,3} :	mpany reg. no.) ^{1, 3} : postal code,	Da Email add street, road, squa	e of birth ^{1,4}
Data of place of consupostal code,			city, renumber (building/floor/apt.)
	number(s) and curre		of the gas meter(s) installed at and to be removed
Meter serial number ¹	Reading ¹	Date ¹	Remark
	m ³	2 3.10	. Communication of the communi
	ın°		
	m ³		
Place of consumption w	ith prepay meter □		Place of consumption without meter (flat rate):□

By signing this request, I initiate the definitive termination of the gas service.

I solemnly declare that the termination of the natural gas service initiated at the place of consumption specified above by my present request does not harm the legal or other rights or legitimate interests of other persons, nor does it impede or restrict other persons in the ownership of the place of consumption.

I take note that I shall fully assume all the legal consequences, civil liability and/or criminal liability arising from the possible unfounded nature of this request and that I shall settle any legal disputes with third parties whose rights might be violated.

Found on the invoice and obligatory to enter

¹Data necessary for the processing of the request to terminate the natural gas trading contract; therefore, please enter these data taking into account the provisions of Point b), Paragraph (1), Section 6 of the General Data Protection Regulation (GDPR) and/or Paragraphs (2) and (4), Section 23/B of Government Decree 19/2009. (I.30.).

³ Only to be entered voluntarily; it is practical to enter for the purposes of making appointments | ³ Only to be entered in case of non-natural persons (legal entities, etc.)

Please complete the form with intelligible printed letters with the exception of the signatures.

Only to be entered in case of non-natural persons (legal entities, etc.)

Only to be entered in case of natural persons.

You can view the detailed Data Management Information on the management of natural persons specified as contact persons in the contracts concluded by the various member companies of MVM Group and in other documents at https://www.mvmnext.hu/Adatvedelmi-tajekoztatasok on the internet.

Important remarks

- At the same time as the gas service is definitively terminated, the natural gas trading contract and the distribution network access contract are also terminated.
- The definitive termination of the gas service is not free of charge; its fees are contained in the current price list of the competent natural gas distributor.
- The gas meter(s) will be removed definitively.
- The pipeline before the gas meter can be depressurised after this service has been ordered. The order is made based on the quotation given after the on-the-spot inspection (compulsory in case of breaking up a wall/building). The section of the pipeline after the closure owned by the user will not remain under pressure. Please contact the competent natural gas distributor about this order and any other orders (e.g. earth work).

We specifically draw your attention to the fact that the validity period of this order is 60 days. If the work cannot be performed due to reasons imputable to the user, the order becomes ineffective.

Statement

I undertake to settle the final invoice issued according to the meter reading(s) at the time of removal and all costs of the removal of the gas meter and the definitive termination of the natural gas service. I take note that the natural gas service may be reinstated in the future on condition that the related costs are paid.

Date:	, 20	year	month	day	
		•		·	
	User's signatur	re			Payer's signature

The information on the personal data managed in relation to the provision of the natural gas trading service and the performance of the natural gas trading contract can be found on the website www.mymnext.hu and in the General Data Management Information available at our customer service offices. The information on the personal data managed in relation to the voice recording made during our administrative processes can be found on the website www.mymnext.hu and in the Data Management Information on Voice Recordings available at our customer service offices.

The customer relations tasks may be performed by MVM Ügyfélkapcsolati Kft. on behalf of MVM Next Energiakereskedelmi Zrt.

Annex 3

GUARANTEED SERVICES

Minimum Quality Requirements of the Performance of the Activities of the Trade Licence Holder Subject to Licensing concerning Individual Users

1.1. Definitions

The definitions determined in Act XL of 2008 on Natural Gas Supply (hereinafter the GET) and Government Decree 19/2009 (I.30.) on the Implementation of certain provisions of the GET (hereinafter the Vhr), as well as the following definitions shall apply:

1.1.1 Minimum quality requirement

of the activities of the Licence Holder, the requirements under Point 1.2. of this Annex, defined by the [Energy] Office based on Point 1), Section 127 of the GET and Paragraph (1), Section 149 of the Vhr.

1.1.2 Guaranteed services (GS)

the quality indicators concerning individual users (*minimum quality requirements*, expected standard) that the Licence Holder includes in its business regulations; if these indicators are not complied with, the Licence Holder shall pay contractual penalty to the concerned user.

1.1.3 Contractual penalty

in case of the Licence Holder's delayed or defective performance of any point of the Guaranteed Services or if their performance does not comply with this resolution (hereinafter: non-compliance), the Licence Holder shall pay contractual penalty as defined in Annex B automatically or in response to the concerned user's request after the validation procedure.

1.1.4 Number of cases

the number of cases and events falling under the scope of GS points concerning one or more users.

1.1.5 Number of issues

the number of all users concerned by all the events belonging to the given GS point.

1.1.6 Documented inquiry

an inquiry received as mail, handed in personally and received with acknowledgement, or sent in electronic mail or fax and set out in writing or reported by phone, which cannot be arranged immediately during the customer service procedure and which is available for checking and traceable on the reporting form or in the IT system. The rules of procedure concerning the documented inquires can be found in the business regulations of the Licence Holder.

1.1.7 Accumulated debt

The total amount claimed against the user and justifying disconnection as indicated in the disconnection notification in accordance with the Business Regulations.

1.1.8 Other user

Any other user not defined as domestic consumer in accordance with Point (47), Section 3 of the GET.

1.2 Guaranteed Services of the Licence Holder

GS number according to Trading Licence Holder	Name of Guaranteed Service
K.I.	Disclosure of information in response to documented inquiry
	In case of a documented inquiry related to natural gas supply, the License Holder shall respond on the substance within 15 days.
	If the inquiry is documented at the Licence Holder but concerns the activity of the
	distribution licence holder, the Licence Holder shall make sure it is forwarded to the other licence holder within 8 days and the user is notified of this at the same time. The deadline
	for response shall be counted from the date of forwarding the inquiry to the competent licence holder.
	If the Licence Holder and the distribution licence holder are jointly concerned by the inquiry, they shall consult on the substance within 15 days. The deadline for response shall be counted from the conclusion of the consultation.
K.II.	Refund in case of erroneous invoicing
	After the eligibility of the invoice complaint is established, the Licence Holder shall reimburse the overpayment according to the payment method of the user within 8 days unless the parties agree otherwise.
K.III.	Initiation of the user's reconnection
	After the full and evidenced settlement of the accumulated debt is certified and if an
	effective contract exists, the Licence Holder shall initiate the reconnection with the distribution licence holder within 24 hours in case of domestic consumers or within one
	working day in case of other users after being notified of the settlement of the debt.
K.IV.	Unlawful disconnection
	In case of unlawful disconnection, the Licence Holder shall pay a contractual penalty.

1.3 Information obligation related to Guaranteed Services

The Licence Holder shall:

- a) publish Guaranteed Services in an information sheet attached to the invoice or other information material at least once annually in addition to their inclusion in the business regulations;
- b) inform the user(s) subject to non-compliance about the non-performed Guaranteed Service and the amount of the contractual penalty after the user inquiries have been investigated, within 15 days after the eligibility is established.

Annex B

Contractual Penalty payable to the individual users by the Trading Licence Holder in case of nonperformance of Guaranteed Services

1. The Licence Holder's responsibility in case of non-performance of the Guaranteed Services
In case of non-performance of the Guaranteed Services, the Licence Holder shall automatically or in response to the request reported by the user in a credible form (in person, in writing, by phone or in email) pay contractual penalty to the user within 30 days after the request is received as specified in Point 4 of Annex B if the eligibility of the request is established.

2. The system and scope of Guaranteed Services

The scope of the Guaranteed Service extends to the users in a contractual relationship with the Licence Holder.

3. Method of payment of the contractual penalty in case of non-performance of the Guaranteed Services

GS number	Name of Guaranteed Service	Method of payment of penalty
K.I.	Disclosure of information in response to documented inquiry	In response to user request; automatically as of 1 st January 2013
K.II.	Refund in case of erroneous invoicing	In response to user request; automatically as of 1 st January 2012
K.III.	Initiation of user's reconnection	In response to user request; automatically as of 1 st January 2012
K.IV.	Unlawful disconnection	In response to user request; automatically as of 1 st January 2012

Table 1

4. The Licence Holder's responsibility in case of non-performance of the Guaranteed Services

The amount of the contractual penalty payable in case of non-performance of the Guaranteed Services is detailed in Table 2 depending on the classification of the user. The penalty shall be paid in one amount to the eligible user.

PENALTY PAYABLE AFTER		DOMESTIC	OTHER
GS		USER	USER
K.I – K.IV			
Automatically paid in response	with <20m3 gas meter	HUF 5,000	HUF 5,000
to user request from the	with 20-100m3 gas meter	HUF 10,000	HUF 10,000
deadline set in Point 3, Annex	with >100m3 gas meter		HUF 30,000
3			

Table 2

5. Method of payment of contractual penalty

Unless otherwise provided for in the natural gas purchase contract, the Licence Holder shall pay the contractual penalty in accordance with its business regulations (based on its internal procedures, including the possibility of decision by the administrator in order to reduce administrative costs) within the deadline set in Point 6 of Annex B. The user shall be notified about the payment of the contractual penalty and the non-performed Guaranteed Service in a verifiable way.

Payment of the contractual penalty payable to the user in case of the non-performance of the Guaranteed Service does not exclude the user's right to exercise his/her claim for damages against the responsible party (e.g. through by common accord, in court or the competent conciliation body) regardless of his/her eligibility to receive contractual penalty.

6. Deadline for payment of the contractual penalty

It shall be the 30th calendar day after the start date of non-performance, while it shall be the 30th calendar day after the receipt of the request in case of contractual penalty payable in response to user's request.

7. Responsibility in case of arrangement through agent

In case the Licence Holder employs an agent to perform the Guaranteed Services, the Licence Holder shall be responsible for the activity of the agents regarding the Guaranteed Services in case of arrangement through the agent as if it was performed by itself.

8. Exemption from the obligation to pay contractual penalty

In case of the user's default, the Licence Holder shall not be responsible for the non-performance of the Guaranteed Service and the Licence Holder's obligation to pay contractual penalty shall not apply. The user shall be credibly notified about this claim.

Annex C

Procedures of the Licence Holder for Guaranteed Services

GS K.I Provision of information in response to documented inquiry

<u>Documented inquiry</u>: an inquiry received as mail, handed in personally and received with acknowledgement, or sent in electronic mail or fax and set out in writing or reported by phone, which cannot be arranged immediately during the customer service procedure and which is available for checking and traceable on the reporting form or in the IT system. The rules of procedure concerning the documented inquires can be found in the business regulations of the Licence Holder.

<u>Date of receipt</u>: the date of registration of the incoming inquiry (the date stamped by the filing clerk or the date of arrival of the electronic mail) or other verifiable and traceable date of recording.

<u>Date of response</u>: the filing date of the outgoing response letter. In case of response in person, it is the date specified on the received (electronic) document as the response to the given issue.

In case of response given by phone or other means, certification is in accordance with the internal procedures of the Licence Holder.

<u>Response</u>: information given in a documented, written or electronic way, in person, by phone or in any other verifiable and traceable way.

<u>The Licence Holder gives response within 15 days</u>: The Licence Holder shall give response within 15 days after the date of receipt if the document inquiry is received by the Licence Holder.

If the documented inquiry is received by the distribution licence holder but concerns the activity of the Licence Holder, the distribution licence holder shall forward it to the Licence Holder within 8 days and notify the user thereof. In this case the 15-day response deadline shall be counted from the receipt of the inquiry by the Licence Holder (in this case, too, it shall give response to the user within no more than 23 days after the date of receipt of the inquiry).

If the response obligation jointly concerns the Licence Holder and the distribution licence holder and the response cannot be given by way of the exchange of information between the licence holders and separating the tasks of giving response, the licence holders shall have 15 days to jointly elaborate the response and another 15 days to send the response.

<u>Certification of the Guaranteed Service</u>: comparison of the date of registering the incoming inquiry and the filing date of the outgoing response letter. If the same user sends an inquiry concerning the same issue beyond 23 days (or repeatedly every 23 days) because of not receiving a response, the user shall be eligible for the contractual penalty

repeatedly and multiple times, if applicable. Each inquiry of the user sent beyond 23 days shall be considered as a new case.

<u>Rules of penalty payment</u>: as of 1st January 2013 the Licence Holder shall automatically ensure the payment of the contractual penalty in case of non-compliance with the deadline in response to the user's request.

GS K.II Refund in case of erroneous invoicing

<u>Establishment of eligibility</u>: in case of invoicing erroneous natural gas energy fees to the disadvantage of the user, the invoice complaint shall be examined within 15 days and notify the user of the result thereof within no later than 15 days after receiving the complaint.

<u>Within 8 days</u>: within 8 days after establishing that the invoice complaint is justified, the refunded amount is credited on the user's current account at the company or transferred back unless the parties otherwise agree.

<u>Certification of the Guaranteed Service</u>: if the complaint is justified, it is the comparison of the date of the outgoing date and the date of the document certifying that the refund has been made.

<u>Refund in case of erroneous invoicing</u>: repayment of the amount charged incorrectly in the user's invoice and paid by the user within the deadlines prescribed by the Licence Holder.

<u>Rules of penalty payment</u>: as of 1st January 2012 the Licence Holder shall automatically ensure the payment of the contractual penalty in case of non-compliance with the deadline in response to the user's request.

GS K.III Initiation of the user's reconnection

<u>Complete and credible certification</u>: submission of the request for reconnection at the organisational unit specified by the Licence Holder certified with documents.

<u>Certification of the Guaranteed Service</u>: comparison of the earliest of the time the complete and credible certification of the user's payment of his/her accumulated debt is presented or received at the place and in the form specified in the Licence Holder's business regulations and the time the debt is credited on the Licence Holder's bank account *and* the time of initiating the reconnection as it is recorded in the document certifying the Licence Holder's initiation of the reconnection.

The above times shall be documented so that the hour is specified.

<u>Rules of penalty payment</u>: as of 1st January 2012 the Licence Holder shall automatically ensure the payment of the contractual penalty in case of non-compliance with the deadline in response to the user's request.

GS K.IV Unlawful disconnection

<u>Unlawful</u> <u>disconnection</u>: the Licence Holder breaks the rules related to disconnection set in the legal regulations or its own business regulations.

<u>Document certifying the unlawful disconnection</u>: a document issued on the basis of the customer inquiry objecting to the lawfulness of the disconnection and following the Licence Holder's own inspection, or the decision included in the resolution of the National Consumer Authority in case of a dispute between the user and the Licence Holder.

<u>Rules of penalty payment</u>: as of 1st January 2012 the Licence Holder shall automatically ensure the payment of the contractual penalty in case of non-compliance with the deadline in response to the user's request.