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MVM Next Energiakereskedelmi Zrt. General Terms of Business for the Trade of Electricity

# MVM Next Energiakereskedelmi Zrt. General Terms of Business for the Trade of Electricity

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#### **1 SUBJECT MATTER AND SCOPE OF THE GENERAL TERMS OF BUSINESS**

MVM Next Energiakereskedelmi Zrt. (formerly: NKM Energia Zrt.), as the general legal successor of NKM Áramszolgáltató Zrt., performs its electricity trading activities based on operating licence No H2359/2019 issued by the Hungarian Energy and Public Utility Regulatory Authority (hereinafter referred to by the Hungarian abbreviation: 'MEKH'). MVM Next Energiakereskedelmi Zrt. prepared its General Terms of Business in accordance with the provisions of Act LXXXVI of 2007 on Electricity (hereinafter: 'VET'), the legislation issued to implement the VET, the supply regulations and the operating licence.

## 1.1 Subject matter of the General Terms of Business

The General Terms of Business contain the terms and conditions for the use of the services provided by MVM Next Energiakereskedelmi Zrt. to market participants. The General Terms of Business also contain the terms and conditions of electricity purchase contracts. MVM Next Energiakereskedelmi Zrt., as an authorised electricity trader, shall conclude electricity purchase contracts with customers entitled to universal service as a free market electricity trader in accordance with the provisions of these General Terms of Business.

## 1.2. Scope of the General Terms of Business

## 1.2.1 Personal and territorial scope

The scope of the General Terms of Business shall apply to MVM Next Energiakereskedelmi Zrt. and to the customers and traders having a valid and effective contractual relationship with MVM Next Energiakereskedelmi Zrt. or, subject to the provisions of Chapter 3 of the General Terms of Business, with its predecessor. The commercial activities of MVM Next Energiakereskedelmi Zrt. extend to the entire territory of Hungary.

## 1.2.2 Effective term

The General Terms of Business enter into force in accordance with the approval decision of MEKH. Certain amendments to the General Terms of Business enter into force subject to the approval of MEKH and, unless otherwise agreed in writing, shall also apply to contracts concluded prior to their entry into force.

The General Terms of Business and the general contracting terms and conditions contained therein replace the General Terms of Business for the Trade of Electricity of MVM Next Energiakereskedelmi Zrt. and the general contracting terms and conditions contained therein, approved by MEKH Decision 2221/2020 of MVM Next Energiakereskedelmi Zrt. as last corrected by MEKH Decision H 2528/2020, and also apply to valid and existing legal relationships with MVM Next Energiakereskedelmi Zrt. or, subject to the provisions of Chapter 3 of the General Terms of Business, with its predecessor, which were already in force at the



time of their entry into force or were entered into prior to their entry into force. This provision also applies mutatis mutandis to future amendments to the General Terms of Business and the general contracting terms and conditions contained therein.

1.2.3 Derogation from the provisions of the General Terms of Business

MVM Next Energiakereskedelmi Zrt. may agree to deviate from these General Terms of Business in its individual contracts concluded with customers. In this case, the deviating provisions of the individual contract shall govern the legal relationship of the parties as opposed to the provisions of these General Terms of Business. As general contracting terms and conditions, all users are subject to the provisions of these General Terms of Business, unless otherwise agreed by the parties.

# **1.3** Publication of the General Terms of Business, entry into force of the general contracting terms and conditions and user information

1.3.1 Publication of the General Terms of Business

MVM Next Energiakereskedelmi Zrt. makes the General Terms of Business, with the currently valid and effective (consolidated) text, available at its customer service offices and on its website.

1.3.2 Entry into force of the general contracting terms and conditions

The general contracting terms and conditions governing electricity purchase contracts set out in these General Terms of Business, which form part of these General Terms of Business, enter into force upon approval of these General Terms of Business and any amendments thereto.

1.3.3 Unilateral modification of the contracting terms and conditions of electricity purchase contracts with users entitled to universal service

MVM Next Energiakereskedelmi Zrt. is entitled to unilaterally amend its electricity purchase contracts under the VET in the following cases:

(a) in the case of the occurrence of any of the conditions set out in the electricity purchase contracts or in the general contracting terms and conditions, provided that the amendment does not result in a material modification of the terms and conditions of the contract to the detriment of customers otherwise entitled to universal service, except as provided for in Sections 62 (2), 141 (7) and 143 (5) of the VET.

(b) if the amendment is justified by a change in the law or an MEKH decision.

In particular, a substantial amendment is a modification of the conditions of use, duration or quality targets of the service, the right of termination and, in the case of a contract for the sale of electricity, the price of the service [Section 73(3) of the VET].

If MVM Next Energiakereskedelmi Zrt. is entitled to unilaterally amend the electricity



purchase contract in the cases specified in the general contracting terms and conditions, it shall notify the user who is otherwise entitled to universal service of the amendment at least 30 days before it enters into force, together with information on the conditions of termination to which the user is entitled [Section 73 (4) of the VET].

If the amendment contains provisions which are disadvantageous for the user entitled to universal service, the user shall be entitled to terminate the electricity purchase contract concluded for an indefinite period within 45 calendar days of the notification without further legal consequences [Section 73(6) of the VET].

The notification deadlines shall not apply to amendments to the general contracting terms and conditions where the amendment of the general contracting terms and conditions is necessary because of the introduction of a new service and the amendment does not affect the general contracting terms and conditions applicable to the services already provided or where the amendment only results in a reduction in a price or tariff [Section 73(7) of the VET]. In the event of an expected amendment to the unilaterally amendable terms and conditions of the electricity purchase contract specified in these General Terms of Business, MVM Next Energiakereskedelmi Zrt. shall, at least 30 days before the date of their entry into force

- (a) publish the amendment in the customer service offices and on its website, and
- (b) notify in writing the users entitled to the universal service concerned of the content
- of the planned amendment and of the possibility of terminating the contract.

1.3.4 Unilateral modification of the contracting terms and conditions of electricity purchase contracts with users not entitled to universal service

MVM Next Energiakereskedelmi Zrt. shall notify the network users concerned of any changes to the general contracting terms and conditions defined in these General Terms of Business or governing and forming part of its electricity purchase contracts prior to the entry into force of the change, but at least 14 days in advance. Any unilateral amendment of the general contracting terms and conditions of the General Terms of Business are subject to the approval of the amendment of the General Terms of Business by MEKH.

The manner of notification may be the following based on the decision of MVM Next Energiakereskedelmi Zrt:

(a) direct written notification (by letter) to the user; or

(b) electronic mail to the electronic contact address, e-mail address of the user; or

(c) other electronic means of communication (including, but not limited to, newsletter); or

(d) a notice in a national or county newspaper, depending on the category of users to be notified.



MVM Next Energiakereskedelmi Zrt. shall also publish the notification of the amendment at its customer service and on its website at the latest when commencing the above notifications. 1.3.5 Conditions for price changes, procedure in case of price changes

MVM Next Energiakereskedelmi Zrt. is entitled to unilaterally change the unit price of electricity sold by it unless otherwise agreed by the parties. If the unit price of the price or tariff subject to the amendment is included in Annex M.1 of these General Terms of Business, MVM Next Energiakereskedelmi Zrt. shall amend this Annex, inform MEKH thereof and make the amended unit price available on its website without delay after informing MEKH. The application of the amended unit price does not require the approval of the Authority. The amended unit price shall enter into force on the date indicated in the amended terms and conditions made available on the website.

If MVM Next Energiakereskedelmi Zrt. unilaterally increases the unit price applied to the user, it shall notify the user thereof without undue delay, but at least 15 days prior to the application of the price, by publishing the increase on its website. MVM Next Energiakereskedelmi Zrt. may, at its discretion, inform users of the unilateral amendment by means of a separate notification letter or other written means (e.g. by means of a notice on the invoice page), in addition to the publication on the website. Unless otherwise provided, an indefinite term electricity purchase contract may be terminated by the user within 15 days of publication on the website or, if there is written notice, of receipt of the written notice, by giving notice in writing of ordinary termination with effect from the first day of the month following the month in which the notice is given, but with at least 30 days' notice, in accordance with the ordinary termination conditions set out in the electricity purchase contract.

1.3.6 Correction and clarification of the General Terms of Business

The rules on notification do not apply to amendments to the general contracting terms and conditions where the amendment to the general contracting terms and conditions is necessary because of the introduction of a new service and the amendment does not affect the general contracting terms and conditions for services already provided, or where the amendment only results in a reduction in the price or tariff payable by the customer, or is justified by any contradictory or invalid provisions, stylistic, drafting or grammatical errors, or changes in the use of terms.

Changes to the data contained in the electricity purchase contract, which concern the personal or company identification data and data ensuring the fulfilment of contractual obligations, in particular, but not limited to, the names of the parties (in cases without change of legal form), their addresses, bank account numbers, the details of the persons authorised to represent them,



the name of the entity acting in the conclusion and performance of the contract and, as regards the data of the contact persons, without prejudice to the substantive provisions governing the legal relationship governed by these General Terms of Business, shall not constitute amendments to the General Terms of Business or any annex thereto.

MVM Next Energiakereskedelmi Zrt. informs the users about such changes by publishing them on its website no later than the day before the entry into force of the change.



# 2 ABBREVIATIONS AND BASIC TERMINOLOGY OF THE GENERAL TERMS OF BUSINESS

Abbreviations of the legislation referred to in the General Terms of Business:

VET: means Act LXXXVI of 2007 on Electricity

VET-Vhr.: means Government Decree 273/2007 (19 October) Implementing Certain Provisions of Act LXXXVI of 2007 on Electricity

E-administration Act: means Act CCXXII of 2015 on the General Rules for Electronic Administration and Trust Services

General Data Protection Regulation (GDPR): means Regulation (EU) 2016/679 of the European Parliament and of the 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)

Definition of eligibility for universal service

Household customers and users receiving low voltage electricity of not greater than 3\*63A of interconnected output level in total for all service locations shall be eligible to purchase electricity within the framework of universal services. [Section 50(3) of the VET]

Definition of a public-sector institution entitled to contract with a universal service provider

A budgetary body and its institution performing public functions as defined in special legislation, a local government and its budgetary institution performing public functions, an ecclesiastical legal entity in connection with its public functions, and an institution maintained by a foundation performing public functions which, in the case of an application submitted to the universal service provider, is subject to a public service obligation under Section 48 and Section 50(2) of the VET, is entitled to conclude a contract with the universal service provider for the purchase of electricity at a price formulated relying on the pricing regulations applicable to providers of universal services, and is also entitled to receive the supply provided under the last resort legislation.

Definition of joint and several liability

In the case of a universal obligation, each obligor (in this case both the User and the Payer) shall be liable to MVM Next Energiakereskedelmi Zrt. for the entire consideration, but if either of them, i.e. the User or the Payer, performs according to the contract or terminates the obligation by offsetting, the obligation of all obligors to MVM Next Energiakereskedelmi Zrt. shall cease. The parties with joint and several liability are also liable for each other's breach of contract.

#### Supply Regulations



Means the Operating Code, the Trading Code and the Distribution Code.

Definition of distribution

The transmission of electricity through the distribution networks, its delivery to customers and all the technical and economic activities necessary to ensure the transmission of electricity of an adequate quality [Section 3(8) of the VET].

## Authorised distributor (distributor)

A business association which distributes electricity in the defined part of a municipality, in a municipality(ies) or in an area according to the operating licence issued by MEKH.

## Distribution Code

Refers to the common rules drawn up by the authorised distributor and approved by MEKH, containing the minimum requirements in terms of personnel, equipment, management and organisation and the minimum technological requirements necessary to ensure access to and cooperation with the distribution network.

## Definition of user

Any person who buys electricity from the public network or via private lines for use at their own service location, without resale [Section 3 17. of the VET].

## Definition of payer

Any person who, in connection with a network use agreement, an electricity purchase contract or a separate payment agreement, undertakes to pay the consideration for the energy used at a specific service location, as well as the network access fee and additional costs.

#### Cut-off date

Means the first day of each calendar month.

## Network use agreement

Means the written contract between the authorised network operator and the network user for the continuous delivery of the electricity actually consumed or dispatched to (from) the connection point, the installation of the metering equipment at the service location or at the power plant, the installation, continuous reading, monitoring and connection of the metering equipment, in the form specified in the authorised network operator's general terms of business. Types of network use agreements:

<u>Individual network use agreement:</u> a contract concluded indirectly between the network user and the authorised network operator, whereby MVM Next Energiakereskedelmi Zrt. acts on behalf of the network user, is designated as the payer in the network access contract and assumes joint and several liability with the network user.

General network use agreement: contract concluded directly between the network user and the



authorised network operator without the involvement (commitment) of MVM Next Energiakereskedelmi Zrt.

## Household

The community of natural persons living together in a dwelling and having their registered address or residence there. [Section 30(2) of the VET-Vhr., Sections 1(3) and 5(2) and (4) of Act LXVI of 1992 on the Registration of the Personal Data and Addresses of Citizens]

## Small household power plant

A small power plant connected to the low-voltage grid, the connected load of which does not exceed 50 kVA at a connection point. [Section 3 24. of the VET]

## Timeline-based user:

Indicates a user, in terms of their consumption at the connection point, which is equipped with a remote meter capable of registering the load curve and which is billed on the basis of quarterly metering data by MVM Next Energiakereskedelmi Zrt. or the regionally competent authorised distributor.

## Written request

A question, comment or complaint concerning the service received by the market participant by letter, fax or e-mail at the official contact address or fax number of MVM Next Energiakereskedelmi Zrt.

## Trading Code

The purpose of the Trading Code is to set the framework conditions for electricity trading and the balance unit system, to define the procedures and rules for system services, in particular for the purchase of balancing energy and the settlement of balancing energy with system users, and to define the management of congestion in the network requiring system coordination.

Definition of disconnection (suspension)

Indicates the disconnection of the user's service location from the distribution network.

Definition of public sector user [Section 29/A of the VET-Vhr.]

A social, child welfare, child protection, health or public education institution performing a state or municipal function as defined in a government decree, as specified below:

(a) a kindergarten, primary school, special education kindergarten or school, conductive education kindergarten or school, and the dormitories belonging to them, in accordance with the act on public education, if

(aa) it is maintained by the state or a municipality, or

(ab) it has a public education contract, a maintenance agreement or a cooperation agreement in force for the performance of state or municipal tasks,



(b) an institution providing nursing, care, rehabilitation, residential care, temporary accommodation or day care for homeless persons within the meaning of the Act on Social Services Administration and Social Welfare Benefits, if

(ba) it is maintained by the state or a municipality, or

(bb) it has a care contract in force for the performance of public or municipal tasks,

(c) an institution and service provider providing nursery care, day-care centres, temporary children's homes, temporary family homes, children's homes, residential homes, after-care homes and correctional institutions within the meaning of the act on the protection of children and on guardianship administration, if

(ca) it is maintained by the state or a municipality, or

(cb) it has a care contract in force for the performance of public or municipal tasks,

(d) a health institution providing in-patient specialised care within the meaning of the act on health care, if

(da) it is maintained by the state or a municipality, or

(db) it has a valid contract for the provision of a public health care service.

## Definition of household customer

Means customers purchasing electricity for their own household consumption, excluding gainful economic activities, under an agreement for receiving electricity, where household means any single service location, one or more residential building, residential suite, resort or weekend house, furthermore, garage space reserved for private use; where the number of independent residential units in a residential building exceeds the number of independent units used for non-residential purposes, the residential building, in its function as the customer having regard to common consumption, shall be recognised as customers purchasing electricity for their own household consumption, excluding gainful economic activities. [Section 3 42. of the VET]

## 'Last call' (Last bidding opportunity)

If the Parties have agreed on a last call right in the electricity purchase contract in favour of the Trader, the User shall notify the Trader of the parameters (price and other conditions affecting the price) of the most favourable offer received by him for electricity which influence the decision and if the Trader makes an offer to the User with the same or better conditions within 5 working days from the date of the notification of the offer, the User undertakes to conclude a contract with the Supplier on these conditions.

#### <u>MEKH</u>

Means the Hungarian Energy and Public Utility Regulatory Authority.



#### Quantity difference

Means the difference between the quantity of electricity measured at a connection point in a given accounting period and the quantity of electricity taken into account according to the MÉF (Average Annual Consumption). A positive difference indicates an over-consumption, a negative difference an under-consumption.

#### Balance unit aggregator

A Balance Unit Member that, in addition to its own balance unit functions, performs partial balance unit functions on behalf of other licensees and users for which it has concluded a Balance Unit Membership and Representation Agreement on behalf of the Balance Unit Manager, in the case that it has joined another Balance Unit.

Balance unit Membership Contract

Indicates the contract concluded between the system user and the Balance Unit Manager of MVM Next Energiakereskedelmi Zrt., based on which the Balance Unit Manager pursuant to Section 1 9. of the VET Vhr. shall invoice the balancing energy to the system operator for the system user. Unless otherwise provided for by the parties, the electricity purchase contract shall contain the provisions applicable to the balance unit membership.

## Metered consumption

The amount of electricity consumed in the period between two meter readings, determined by the difference between the meter readings.

## Average Annual Consumption - MÉF

This is the amount of electricity (kWh) determined at the beginning of the period for the consumption of a Profile Billing User during a given metering period, which serves as the base data for the accounting of the quantity difference at the end of the period.

## Profile-Based User

Indicate among the System Users the user supplied from the low voltage network, in terms of its consumption measured at the connection point, which has a nominal connected load not exceeding 3\*80 A and is not timeline-based, or on which street lighting or other lighting supplied from or controlled in conjunction with the street lighting network (telephone booth, traffic sign, advertising lighting, etc.), and does not require the authorised distribution to install a remote metering device with a power storage at the service location and billing based on the metering data.

#### Definition of system user

Any person who connects directly or indirectly to the public network for the purpose of supplying or receiving electricity, including the operator of a charging station and the authorised operator of an electricity storage facility [Section 3 50. of the VET]

## Definition of interruption

Means the temporary suspension of the electricity supply to the customer while maintaining the validity of the electricity purchase contract.

## Load profile

A user's electricity demand curve, based on statistical analysis, used to replace the daily metering data of profile-based users in the accounts between licensees.

## Operating Code

It refers to the development of an efficiently functioning competitive electricity market, the enforcement of the principles of energy efficiency and energy saving for sustainable development, the secure, uninterrupted, high-quality and transparent supply of electricity to users, the integration of the Hungarian electricity market into the unified electricity markets of the European Community, compliance with the legislation of the European Communities, and the common rules approved by the MEKH to ensure the achievement of all these, in accordance with the requirements of objective, transparent and equal treatment.

## Operational interconnector

Means the permanent and temporary operational interconnector.

Permanent operational interconnector means the interconnector involved in the operational supply of the service location, necessary and used to meet the power and electricity demand of the indefinite duration and the power and electricity demand of the individual contract.

Temporary operational interconnector means the interconnector for the supply of electricity of a temporary nature, due to the nature of the service location or of the activity performed at the service location. The duration of the temporary interconnector shall be laid down in the electricity purchase contract.

## General Terms of Business

Shall mean these General Terms of Business for the Trade of Electricity, unless the context indicates otherwise.

## Vulnerable customer

Means those household customers who require special attention due to their social disposition defined in legal regulation, or some other particular reason, in terms of supplying them with electricity.

## Definition of electricity trade

Means for-profit business operations involving the buying and selling of electricity and the related capacity for purposes other than own use. [Section 3 69. of the VET]



## Electricity Purchase Contract

Pursuant to these General Terms of Business, it means electricity purchase contracts concluded for the purchase and sale of electricity, and therefore the terms electricity purchase contract, electricity sales contract, electricity sale and purchase contract have the same meaning.

## Definition of written form

Unless otherwise provided for by law, in these General Terms of Business, the term 'written form' shall be understood to mean any means by which the content of the declaration can be reproduced in unchanged form and the identity of the declarant and the date of making the declaration can be identified, in particular paper-based means (letters, forms, etc.) and, unless otherwise provided for by law, electronic means of communication provided by MVM Next Energiakereskedelmi Zrt., as well as audio recordings.

Other terms used in the General Terms of Business shall be interpreted in accordance with the applicable laws and regulations, unless otherwise provided.



#### **3 MVM NEXT ENERGIAKERESKEDELMI ZRT. AS AN ELECTRICITY TRADER**

Company name: MVM Next Energiakereskedelmi Zrt. Registered office: 1081 Budapest, II. János Pál pápa tér 20 Place of registration: Court of Registration of the Metropolitan Court Date of registration: 30 June 2019 Company registration number: 01-10-140263 Tax number: 26713111-2-44 The company name of MVM Next Energiakereskedelmi Zrt. (Former name: NKM Energia Zrt.) was changed on 1 January 2021. MVM Next Energiakereskedelmi Zrt. was established on 30 June 2019 as the general successor of NKM Földgázszolgáltató Zrt. and NKM Áramszolgáltató Zrt.

The Company was established for an indefinite period. The financial year of MVM Next Energiakereskedelmi Zrt. corresponds to the calendar year. The first financial year ran from the date of the merger (30 June 2019) to the end of the calendar year.

MVM Next Energiakereskedelmi Zrt., which was formed by the merger of NKM Földgázszolgáltató Zrt. and NKM Áramszolgáltató Zrt., replaced NKM Áramszolgáltató Zrt. at the time of the merger, which resulted in the transfer of the legal relationships between NKM Áramszolgáltató Zrt.(formerly known as DÉMÁSZ Zrt., EDF DÉMÁSZ Zrt.) and the user to MVM Next Energakereskedelmi Zrt. by general succession. The legal relationships thus transferred apply on unchanged terms between MVM Next Energiakereskedelmi Zrt. as electricity supplier and the user. Consequently, if the user has a debt under an electricity purchase contract with NKM Áramszolgáltató Zrt. (formerly known as DÉMÁSZ Zrt., EDF DÉMÁSZ Zrt.), the debt shall be transferred to MVM Next Energiakereskedelmi Zrt. which MVM Next Energiakereskedelmi Zrt. is entitled to enforce against the customer (payer) and to act against the customer (payer), itself or through an authorised representative, in order to recover the debt. However, if the user has a claim against NKM Áramszolgáltató Zrt. on the basis of a contractual relationship for the purchase of electricity concluded prior to the merger, it may take action against MVM Next Energiakereskedelmi Zrt. to enforce such claim.

The retail business of MVM Partner Energiakereskedelmi Zártkörűen Működő Részvénytársaság (abbreviated 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 name: NKM Energia Zrt.) by way of a merger effective as of 31 March 2020, thus MVM Next Energiakereskedelmi Zrt. qualifies as the general successor with regard to the electricity retail portfolio of MVM Partner Zrt.



#### 3.1 Tasks of MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. is entitled, on the basis of its electricity trader licence, to: (i) purchase electricity from a producer or another electricity trader, or (ii) sell electricity to a user or another electricity trader.

## **3.2** Consumer protection

MVM Next Energiakereskedelmi Zrt. aims to provide its customers with a service based on the mutual satisfaction of the parties. MVM Next Energiakereskedelmi Zrt. provides its customers with all necessary information to enable them to become familiar with its services and the possibility of using them.

Effective from: 1 January 2022

MVM Next Energiakereskedelmi Zrt. maintains contacts with local and national consumer interest representing organisations, local governments and authorities.

## 3.3 Data protection, data security

MVM Next Energiakereskedelmi Zrt. processes the data of users in accordance with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and the VET. Detailed rules on data protection and data security are set out in Annex M.3.

## 3.4 Energy efficiency information

MVM Next Energiakereskedelmi Zrt. provides information and advice on energy efficiency to users via its customer service and website, which helps to develop a conscious approach to energy consumption, and contains practical and useful information on energy saving options for specific target groups of consumers and on support schemes available for investments.

MVM Next Energiakereskedelmi Zrt. informs the user, when concluding and amending contracts, about the contact details of energy certifiers and persons and organisations performing energy audits in its service area, as well as about the availability of measures and programmes aimed at improving energy efficiency, and publishes this information on its website and makes it available to users free of charge at its customer service.

MVM Next Energiakereskedelmi Zrt. informs the customer, when concluding or amending a contract, of the contact details (including the website contact details) of energy consumer advisory or advocacy organisations operating in its service area, which may provide information on measures and programmes to improve energy efficiency, benchmarks for energy consumption and specifications for reducing the consumption of electrical equipment. The electricity trader publishes this information on its website and makes it available to customers free of charge at its customer service.



MVM Next Energiakereskedelmi Zrt., in cooperation with the competent distributor, provides the customer with access to the remote reading data in accordance with the act on informational self-determination and freedom of information. For data protection reasons, access to remote reading data is only possible on the basis of a written declaration by the contracted user. The remote reading data are collected, stored and made available to the user by the relevant authorised distributor.

#### 3.5 User information

MVM Next Energiakereskedelmi Zrt. provides information to users entitled to universal service on its website and at its customer service [Section 27/C (1) of the VET-Vhr]:

(a) on the number and title of the legal provisions applicable to its operation and affecting users,

(b) on the organisational structure of the company,

(c) on interest representing organisations,

(d) on the contact details and opening hours of customer services,

(e) on the range of additional services, other than the basic service, which the licensee may provide to users on request and for an additional charge.

MVM Next Energiakereskedelmi Zrt. shall inform the users and the Authority of any change affecting the information data pursuant to point d) at least 30 days prior to the planned change. [Section 27/C (2) of the VET-Vhr]



## **4 CUSTOMER SERVICE**

Contact with market participants under contract with MVM Next Energiakereskedelmi Zrt. may be made in person, by telephone or in writing (in paper and electronic form).

MVM Next Energiakereskedelmi Zrt. indicates its telephone contact details and postal address (official contact options) on its invoices and on the internet.

MVM Next Energiakereskedelmi Zrt. provides its customer service through its own organisation or through MVM Ügyfélkapcsolati Kft.

## 4.1 Customer service channels available for non-household customers:

The contact details listed in this clause are available to Customers from 8:00 to 16:00 on working days Monday to Thursday and from 8:00 to 12:00 on Fridays and working days before public holidays (except for personal customer service).

Phone: +36 62/565-901

Postal address: H-6701 Szeged, P.O. Box: 88

<u>E-mail</u>: uzleti@mvm.hu

<u>Contract termination</u>: the termination of a contract can only be validly made in writing. MVM Next Energiakereskedelmi Zrt. can ensure the documented receipt of the contract termination at the following contact details:

6701 Szeged, P.O. Box: 1200 or at the e-mail address szerzodesfelmondas@mvm.hu.

MVM Next Energiakereskedelmi Zrt. can ensure the documented receipt of the payment certificate and the reconnection request at the following contact address: kintlevoseg@mvm.hu Personal customer service:

A list of customer service offices is provided in Annex M.8 and is indicated on the website of MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall not be liable for any damages that may arise from enquiries outside the channels specified in this paragraph.

## 4.2 Customer service channels available for household consumer

MVM Next Energiakereskedelmi Zrt. publishes a list of customer service contact details (telephone, offices, mailing contact details) as indicated in Annex M.8 on its website or displays them at the customer service office.

## 4.3 Fault reporting

Faults affecting the public distribution network, connection and metering equipment can be reported in person at the fault reporting hotline number maintained by the regionally competent authorised distributor and at the permanent customer service offices of the competent distributor during opening hours.



#### 4.4 Tasks performed by the customer service offices

The opening hours of the customer service offices are determined by MVM Next Energiakereskedelmi Zrt. at its own discretion, taking into account the conditions stipulated in the VET and the VHR.

The personal customer service offices perform the following tasks

- provision of general information on procedures and conditions affecting the service;

- tasks related to meeting user needs (receipt of new and additional requests);

- contract-related tasks (information; reception of requests to conclude, amend or terminate contracts);

- provision of information on electricity-related products and services;

- information on prices and price adjustments;

- tasks relating to the settlement of accounts (information, issuing of cash transfer orders);

- receiving oral notifications, comments and complaints;

- acknowledging receipt of written notifications, comments and complaints;

- provision of information on consumer protection.

#### 4.5 Data and certificates required for administration In the case of a natural person

Name, address, mother's name, place and date of birth of the user; with voluntary consent: name at birth, title of the service location, number of his/her identity card or passport or other document proving his/her identity (e.g. temporary identity card, driving licence, etc.); and official certificate of address. In the case of an authorised person(s), the authorisation of the authorised person(s), containing the above information on both the User and the authorised person(s), as well as the document(s) proving the identity of the authorised person(s). The authorisation must be in the form of a private or authentic instrument with full probative value. In the case of a non-natural person

User's name, registered office, tax number, company registration number (other registration number); with voluntary consent: name of representative(s) or authorised representative(s) and other contact details (telephone number, e-mail address). When signing the contract, the representative(s) or authorised representative(s) must present a document proving their identity, a certificate of incorporation no more than 30 days old, which can be obtained and printed out from www.e-cegjegyzek.hu (or a document certifying registration in another register). In the case of an authorised person(s), the authorisation of the authorised person(s), as well as the document(s) proving the identity of the authorised person(s). The authorisation must be in the



form of a private or authentic instrument with full probative value.

Contract amendments are subject to the rules on the conclusion of contracts.

#### 4.6 Declarations

Natural person Users must declare, at the time of conclusion of the contract whether, they intend to use the service as a household user or as a non-household user(User). Household customers are also entitled to universal service under the provisions of the VET. In case of doubt, the User is obliged to prove their household user status.

A non-natural person User must declare before the conclusion of the contract if they are entitled to universal service. Special rules for Users entitled to universal service may only be applied after the declaration has been made.

The User acknowledges that, at the time of conclusion or modification of the electricity purchase contract, they shall be required to prove the authenticity of the information provided by them and the validity of the title to conclude, modify or terminate the electricity purchase contract at the service location by means of documents, in the form of a private or public deed, fully acceptable as proof.

Such documents may include, for example, a contract for the sale of property and a deed of transfer of possession not more than 30 days old, a title deed not more than three months old, a probate order, a lease contract for the use of the property, a document proving the right of usufruct, a document proving other rights of use, etc.

MVM Next Energiakereskedelmi Zrt. may make copies of the documents presented. All personal data shall be deleted or redacted from the copy made by MVM Next Energiakereskedelmi Zrt. and from the documents not directly provided (sent by post or electronically) by the applicant or the user to MVM Next Energiakereskedelmi Zrt. that MVM Next Energiakereskedelmi Zrt. is not entitled to process or for which MVM Next Energiakereskedelmi Zrt. does not have a data processing purpose (e.g. purchase price of real estate, contractual terms and conditions not related to the natural gas supply, etc.). With regard to the personally delivered document or a copy of the document made by MVM Next Energiakereskedelmi Zrt., the applicant or the user shall certify by signature that they have consented to the processing of their data contained in the document. In the case of a document sent by the applicant or the user to MVM Next Energiakereskedelmi Zrt. by post or electronically (not presented in person), the applicant or the user shall be deemed to have consented to the processing of the data contained in the document even in the absence of the applicant's or user's signature as described above. MVM Next Energiakereskedelmi Zrt. shall be entitled to retain the copy or the document received and to use it in any dispute with the



applicant or the user.

If the user is not the owner of the property of service location, they shall, in addition to the document certifying the right of use, also submit the owner's consent to the conclusion of the contract and, in accordance with the provisions of the distributor's general terms of business, to the conclusion of the network use and connection agreements.

The title shall be deemed to be valid if the User is the owner, usufructuary, user, tenant, operator, user by way of favour or otherwise is in lawful possession of the service location by virtue of law, contract or final court or administrative decision, and this right does not prevent or exclude the lawful exercise of the right by a third party, unless the third party has given his consent to the use in a private or public document fully acceptable as proof.

MVM Next Energiakereskedelmi Zrt. shall be entitled to determine the scope of the data and documents to be submitted in individual cases other than the general cases in the absence of the above documents.

If a user amends an already submitted application, it shall be deemed to be a new application and the individual deadlines shall be calculated from the date of receipt of the amended application. A change in the notification address, the legal title of the service location, the method of payment, the name of the financial institution, the bank account number indicated in the application, shall not be considered as an amendment to the application.

When using the telephone helpline, the User's right to take action is verified by requesting the User's service location identification number, the contractual account number, the User's name and address, either in whole or in part, in the course of administration.

If the contracted user or the prospective contracted user wishes to be represented by another person, a written proxy authorisation is required for the administration.



# 5 PREPARATION, CONCLUSION AND SCOPE OF THE ELECTRICITY PURCHASE CONTRACT

#### 5.1 Specific conditions for the conclusion of the contract

The sale of electricity to and purchase of electricity by the user shall be subject to a valid and effective electricity purchase contract. In the absence of a valid and effective contract, the distributor may disconnect the service location. During the period until the disconnection is completed, the distributor holding the operating licence in force at the service location shall act in accordance with the rules for purchase without contract.

The conclusion of an electricity purchase contract shall be subject to the condition that the user has a valid and effective network use contract with the distributor for the available capacity at the connection point or an authorisation to use the network.

Receipt of electricity at the connection point shall be subject to the condition that the user has a valid and effective network use agreement for the supply of electricity with a distributor holding a valid operating licence at the service location.

The absence or termination of a network contract shall result in the immediate termination of the electricity purchase contract.

The conclusion of an electricity purchase contract may be initiated by the user and MVM Next Energiakereskedelmi Zrt. [Section 22 (2) of the VET-Vhr].

In order to conclude the contract, the user must have available capacity at the connection point, as evidenced by a network connection contract or a utility contract concluded with the utility operator prior to the entry into force of the VET, or a written declaration by the property owner. No full supply based electricity purchase contract may be concluded for the connection point for a period for which a valid and effective electricity purchase contract already exists.

A separate contract shall be concluded for each service location except where otherwise agreed and except as provided for in the following paragraph.

No separate contract shall be concluded with a user who purchases on the metered network of the user and to whom the electricity is supplied by the user.

The electricity purchase contract shall not give the right to the user to feed electricity at the connection point. In the case of a household power plant, a separate contract must be concluded for the supply of electricity.

A single contract shall be concluded with users who purchase jointly through a consumption meter and who (are) entitled to equal rights to supply and purchase electricity and are jointly and severally liable for payment of the consumption charge. In order to conclude the contract, the joint customers must appoint a representative (proxy) who is authorised to give legal



declarations in relation to the contract. The supplier shall send notifications and invoices relating to the contract to the representative. Joint and several liability shall not apply to the obligation to pay the charges for consumption in the common part of the building (premises) of the condominium.

If a natural person user uses electricity for household use and for non-household use within the same service location, it shall be considered as being used for non-household use. MVM Next Energiakereskedelmi Zrt. shall consult with the user on the classification of the purpose of use, during which MVM Next Energiakereskedelmi Zrt. shall draw the user's attention to the possibility of establishing separate metering for each purpose of use. In case the user does not wish to make use of this option, the user acknowledges that the conditions applicable to non-household users will apply to the purchase.

MVM Next Energiakereskedelmi Zrt. accepts the user's declaration for the use of electricity for household purposes and does not examine it on the spot before concluding the contract. If MVM Next Energiakereskedelmi Zrt. becomes aware that the identity of the user at the service location has not changed, but the nature of the use does not meet the definition of a household customer, it will initiate a contract amendment to this section of the contract. In the amendment, the service location shall be classified as non-household. If the consumer does not accept this, they may object to the reclassification with evidence within 30 days of receipt of the information.

The provisions of the Civil Code in force on the date of the contract signed by the parties or, failing that, the date of signing the declaration of acceptance of the offer, shall apply to issues not regulated in the conclusion and amendment of the electricity purchase contract, with the proviso that MVM Next Energiakereskedelmi Zrt. shall be entitled to examine the existence of the contractual conditions individually on the basis of the above conditions when concluding the contract.

Obligation of confidentiality:

The User and MVM Next Energiakereskedelmi Zrt. (hereinafter referred to as Party separately, collectively the Parties) shall be obliged to maintain confidentiality with respect to all information that is provided to each other as trade secrets, proprietary information, as well as all information, documentation and data that the Parties have designated in writing as confidential (confidential information) or that are designated as such by law. The obligation of confidentiality shall survive the termination of the Contract and shall not be affected by the termination of the Contract for whatever reason.

Unless otherwise provided, any information, fact, in particular, but not limited to, the existence



and content of the offer, the full text thereof, in particular the amount of the fees contained therein, which has come to the knowledge of one of the Parties in any way whatsoever in connection with the offer to conclude the contract and its activities shall be considered a business secret.

Neither Party shall disclose or make available to third party(ies) any trade secret, proprietary information or confidential information without the prior written consent of the other Party. This provision shall not apply to any information to be provided to a third party providing legal, accounting, financial, insurance or financial or ancillary financial services to the Trader under a contract, nor, where the Trader's offer provides for the provision of security, to any information necessary for the conclusion and performance of agreements relating thereto. Furthermore, unless otherwise provided by law, this restriction does not apply to information provided to third parties that are affiliates or proprietors of the Trader.

The following information is not covered by the obligation of confidentiality:

(a) which is publicly available or which becomes publicly available in the future through no fault of the Party receiving the information,

(b) which can be proved to have been known to the Party receiving the information prior to the offer,

(c) which has come to the knowledge of the Party receiving the information through a third party not bound by a confidentiality agreement with the Party to whom the information relates,

(d) the disclosure or release of which is required by law or ordered by a body (court, authority) having the power to do so under applicable law, to the extent and within the scope prescribed by law, regulation or decision,

(e) which has been developed or created by one Party independently of the other Party, and which can be proved by written evidence.

All other matters shall be governed by Act LIV of 2018 on the Protection of Trade Secrets.

## 5.2 Conclusion of the contract

5.2.1 Legal succession

Pursuant to Section 50 (3) of the VET, on 1 January 2008 and on 1 January 2009 the authorised electricity trader MVM Next Energiakereskedelmi Zrt., as the legal successor of MVM Next Energiakereskedelmi Zrt. (former name: NKM Áramszolgáltató Zrt., DÉMÁSZ Zrt., EDF DÉMÁSZ Zrt.), an authorised public utility and universal service provider entered the public utility and universal service legal relationship of users who are not entitled to universal service, who have lost their entitlement to universal service and who have not concluded a valid



electricity purchase contract with another electricity trader, pursuant to Section 176 (2) of the VET repealed by Act CLIII of 2015. Pursuant to this legal provision, the electricity purchase contract between the parties is deemed to have been concluded by the force of law.

Pursuant to Section 176 (4) of the VET, which was repealed by Act CLIII of 2015, certain provisions of the former public utility contracts in force after the entry into force of the VET until the conclusion of new contracts, which are in conflict with the changed contractual relationship, shall be replaced by the relevant provisions of these General Terms of Business. A User who becomes a free market User as a result of the succession, and who had been purchasing at capacity charge or at base tariff charges before 1 January 2008, shall become a profile billing or a time series billing User after 1 January 2008, depending on their connection capacity. The rules applicable to profile billing or time series billing users are set out in these General Terms of Business, and the Commercial and Distribution Codes.

The contract concluded shall

- be considered by the Parties as a full supply contract;

- be concluded between the parties for a fixed term, with the proviso that, in the event of ordinary termination by the user by 30 October of the year in which the fixed term expires, the contract may be terminated by the last day of the respective year, but shall be extended for a further year at the price of the general terms of business in force at the time, in the absence of written notice of termination;

- the legal consequence of the extraordinary termination of the contract by MVM Next Energiakereskedelmi Zrt. shall be the payment of a default penalty by the user;

- MVM Next Energakereskedelmi Zrt. shall be commissioned by the user to pay the distribution network access fees, and at the same time the user shall be obliged to pay the network access fees invoiced to them as an indirect service in full;

- the user accepts that the data related to network usage shall be transferred to MVM Next Energiakereskedelmi Zrt. by the regionally competent authorised distribution network operator;

- the user accepts and acknowledges that MVM Next Energiakereskedelmi Zrt. shall not be under any further obligation with regard to the use of the network, and that the user shall be solely liable for any breach of contract for the use of the network;

- the detailed provisions of the contract between the parties are set out in Annexes M.4,

M.5, M9 and M10 to these General Terms of Business.

5.2.2 Conclusion of a new contract

In addition to Section 5.1, in the event that the user accepts the contractual offer of MVM Next



Energiakereskedelmi Zrt. and, during the period of the binding commitment undertaken by MVM Next Energiakereskedelmi Zrt., returns the received draft electricity purchase contract to MVM Next Energiakereskedelmi Zrt. without any material difference in opinion, the electricity purchase contract shall be validly concluded on the date of its receipt by the authorised operator. The entry into force of the contract shall be governed by the terms of the relevant contract. Clarification of the name, address, name of representative, contact details and contact person shall not constitute a difference of opinion on the merits.

The provisions of the Civil Code shall prevail in all matters not regulated in the conclusion and amendment of the electricity purchase contract, with the proviso that MVM Next Energiakereskedelmi Zrt. shall be entitled to examine the existence of the contractual conditions individually on the basis of the above conditions. If MVM Next Energiakereskedelmi Zrt. sends its Offer and the related general terms and conditions by post, fax, electronic message, the electricity purchase contract between the parties shall be validly concluded with the content of the Offer and the related general terms and conditions when the declaration of acceptance of the Offer is received, unless otherwise agreed, by MVM Next Energiakereskedelmi Zrt. at its postal, fax or electronic contact address specified in Sections 4.1 and 4.2 of these General Terms of Business.

If the User concludes the network connection or network use agreement on their own, the entry into force of the electricity purchase contract shall be further subject to the User presenting, handing over or sending to MVM Next Energiakereskedelmi Zrt. a signed copy of the network connection or network use agreement concluded with distribution network operator if so requested by the User.

In the absence of a network connection or network use agreement, if MVM Next Energiakereskedelmi Zrt. is unable to start the supply on the day specified in the contract, the Customer shall pay the consideration equal to 80% of the electricity consumption forecast for the supply period specified in the contract (if the forecast is for the entire contract period, then the pro rata part of the forecast quantity) multiplied by the unit price specified in the Specific Terms of the Electricity Purchase Contract.

The form and content of the contract, common to all users, shall be specified in the general terms and conditions.

The model electricity purchase contracts to be concluded with users are set out in the Annexes. The user and MVM Next Energiakereskedelmi Zrt. shall cooperate in the conclusion of the electricity purchase contract and may agree on contractual terms and conditions other than those set out in the Annexes. If there is any contradiction between model terms and conditions

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of the contract set out in the Annexes and the contract established between the user and MVM Next Energiakereskedelmi Zrt., the provisions of the contract between the user and MVM Next Energakereskedelmi Zrt. shall apply.

The specific contractual terms of the electricity purchase contract shall be determined by the user and MVM Next Energiakereskedelmi Zrt. on the basis of a free agreement.

In particular, the specific contractual terms of the electricity purchase contract may include the following:

- available capacity or capacity and the sale of electricity;
- the term and termination of the agreement;
- declarations, guarantees and commitments;
- contractual price or consideration;
- forecast consumption;
- the settlement procedure;
- notification of schedules;
- consequences of deviating from the schedule;
- breach of contract, material breach of contract;
- safeguards in the event of breach of contract;
- provisions on trade secrets, confidential information;
- governing law, dispute settlement;
- other terms and conditions deemed relevant by the parties.

Management of material disagreement

A material disagreement is a difference of opinion if it relates to one of the following elements (if included in the contract): price, price content, contract period, termination and extension of contract, forecast quantity, quantity tolerance, payment term, last call option.

If the user accepts the electricity purchase contract prepared by MVM Next Energiakereskedelmi Zrt. with a difference of opinion, MVM Next Energiakereskedelmi Zrt.. shall inform the user in writing within 15 days of receipt of the electricity purchase contract about the acceptance of the amendments requested by the user. In the event of acceptance, the parties shall be deemed to have concluded the contract validly. Otherwise, no contractual relationship shall be established between the parties, i.e. neither party shall be obliged to perform for the other party. In the event of disagreement, the parties shall negotiate in good faith to establish their contractual relationship.

If the parties' negotiations are successful, they shall sign the electricity purchase contract at the same time as they conclude their negotiations.



#### 5.2.3 Change of trader

If the user wishes to change electricity trader, this may take place after the termination of the Electricity Purchase Contract. The User shall notify MVM Next Energiakereskedelmi Zrt. in advance of its intention to change trader. The exchange of traders shall be carried out by the authorized operators concerned free of charge and the electricity trader and authorised network operator shall not charge the user any fees related to the exchange of traders, with the exception of termination fees. For the purpose of the exchange of traders, the electricity trader with whom the user concludes a new electricity purchase contract may also act on behalf of the user. The user may terminate or cancel the electricity purchase contract under the conditions laid down in that contract. Where the contract of a user for the purchase of electricity is withdrawn on account of changing traders, this shall have no bearing on the network use agreement. The current electricity trader shall give written notice of termination to the user and, where the new electricity trader is acting on behalf of the user, to the new electricity trader within 5 days of receipt of the notice of termination

(a) on confirmation of the termination, with the unique identifier of the metering point and the time of termination of the contract for the purchase of electricity indicated, or

(b) of the contractual terms and conditions not fulfilled at the time the notice of termination, in particular any outstanding debt at the time the notice of termination.

In the case referred to in point b), the termination of the user shall take effect upon fulfilment of the contractual conditions indicated, provided that MVM Next Energiakereskedelmi Zrt. has been informed of this in a verifiable manner. The written information on the non-fulfilment of the contractual terms and conditions may include a list of the means of fulfilment and a deadline for their fulfilment. If the time limit expires without result, the termination shall not be effective and, if the user's request for a change of trader still exists, the user shall initiate a new change of trader process. This rule applies even if the new trader has acted on behalf of the user.

If at the time of submitting the exchange of traders the user has an overdue debt or has been subject to a justified disconnection procedure in the 6 months preceding the submission, MVM Next Energiakereskedelmi Zrt. is entitled to invoice an energy fee corresponding to the equivalent of 2 months' average consumption, with a payment deadline of 35 days prior to the exchange of traders. The determination of the average monthly consumption shall be based on the forecast consumption data specified in the individual contractual conditions. The parties shall settle the amount corresponding to the 2 months' average consumption paid in advance within 20 days of the exchange of traders.

The user, if acting independently, shall deliver the notification from the old trader to the new



trader in time for the new trader to fulfil its obligations upon receipt.

The current electricity trader shall provide the user with detailed information on the defaulted contractual terms and conditions, in particular on overdue debts, and on how to settle them.

The former electricity trader shall notify the authorised network operator of the exchange of traders and the date of termination of the electricity purchase contract at the time specified in the Distribution Code. The new electricity trader shall notify the authorised network operator of the date of entry into force of the new electricity purchase contract without delay, but at least 21 days before the date of termination of the electricity purchase contract.

Within 20 days of the termination of the electricity purchase contract, the former electricity trader shall issue a final invoice on the basis of the information received from the authorised distribution network operator. The electricity traders concerned in the exchange of traders and the user shall cooperate with one another, and also with the authorised network operator. Unless otherwise agreed, the final meter reading on the final invoice issued by the former electricity trader shall be identical to the data provided by the authorised distribution network operator.

In the event of termination of a fixed-term electricity purchase contract, if the user enters into an electricity purchase contract with another electricity trader with effect from the day following the day of termination, the user shall notify the new contract to the electricity trader at least 30 days before the termination of the fixed-term contract in order to effect the change of trader on the day following the day of termination of the fixed-term contract. In such a case, the current trader shall send a message to the authorised distributor indicating the date of termination of the contract.

If the user fails to comply with the above deadline, the electricity trader and the authorised network operator shall not be liable for the fact that the exchange of traders is not executed on the day following the termination of the fixed-term contract.

Where the user purchases electricity from an electricity trader, the rules on the exchange of traders shall apply to the transition to the purchase of electricity under the universal service, provided that the eligibility conditions for the conclusion of a contract with the universal service provider are met.

An electricity trader or an authorised network operator who fails to comply with the obligations in relation to the exchange shall be liable to compensate the parties concerned for the loss suffered as a result of the failure to execute the exchange.

#### 5.3 Cases where a security is required from users

Prior to concluding a contract with a user, MVM Next Energiakereskedelmi Zrt. shall be entitled to obtain information from the user on its business operation in order to prepare its



contractual offer. On the basis of the risk analysis carried out on the basis of the data obtained, MVM Next Energiakereskedelmi Zrt. shall be entitled to make the conclusion of the contract subject to the condition of providing financial security by the user, as specified by it, prior to the conclusion of the contract or during the contract period, if one of the following conditions applies:

(a) the user is in arrears with the due date for payment of the invoice for at least fifteen

(15) calendar days on two (2) consecutive occasions or for at least thirty (30) calendar days on one (1) occasion,

(b) the previous contract for the purchase of electricity with the user has been terminated due to disconnection for non-payment; or

(c) there is a negative change in the financial situation of the user, in particular

• the user's equity falls below its subscribed capital,

• the user's auditor's clause on its previous accounts is incomplete or contains a qualification or caveat,

• the user is subject to winding-up, liquidation, bankruptcy, compulsory winding-up, liquidation by arrangement with creditors or administration of debt.

In the event of a breach of contract by the User (including, but not limited to, a breach of contract due to non-payment of the charges), or in the event of the above conditions, the User shall, within 15 days of the request of MVM Next Energiakereskedelmi Zrt. shall, unless otherwise agreed by the parties, provide to MVM Next Energiakereskedelmi Zrt. a security (e.g. mortgage, bank guarantee, advance payment, surety, surety bond, etc.), as requested by the beneficiary, to secure the value of the average monthly consumption of at least three months, or one month in the case of a user entitled to universal service.

#### 5.4 Relationship between commercial and network contracts

If the network use and/or network connection agreement of the user is terminated during the term of the electricity purchase contract, the user shall immediately notify MVM Next Energiakereskedelmi Zrt. in writing of that fact. In the event of termination of any of the contracts referred to in the previous sentence, the user's electricity purchase contract shall be terminated with immediate effect without any further action. If the actual consumption of the User has not reached at least 80% of the forecast annual consumption by the date of termination of the electricity purchase contract, the User shall be obliged to pay up to the amount of that quantity. If the User unduly delays the above notification and thereby causes damage to MVM Next Energiakereskedelmi Zrt. they shall provide full compensation to the Trader.

If the authorised network operator or the system operator suspends, restricts or refuses the



supply electricity to the user for any reason attributable to the user during the term of the electricity purchase contract, the user shall immediately notify MVM Next Energiakereskedelmi Zrt. in writing of that fact. In that case, the user shall be obliged to compensate MVM Next Energiakereskedelmi Zrt. for all costs and/or damages incurred due to the non-fulfilment of the electricity purchase contract. Suspension, limitation or refusal of service by the authorised network operator or the system operator for reasons not attributable to the user shall be deemed to constitute impossibility of supply.

#### 5.5 Types of Electricity Purchase Contracts

Electricity purchase contracts concluded by MVM Next Energiakereskedelmi Zrt. may be either supply-based (full supply-based or partial supply-based) or schedule-based. For users entitled to universal service, a full-supply electricity purchase contract is concluded.

MVM Next Energiakereskedelmi Zrt. may sell electricity to other electricity traders.

The obligation to supply electricity under an electricity purchase contract concluded with a user shall be subject to the condition that during the term of the supply the user has a valid and effective:

- network connection agreement;
- network use agreement;

- in certain cases, a balance unit contract or other balance unit membership agreement; The validity and effectiveness of contracts for the sale of electricity by traders and producers shall be subject to the condition that the producer and the trader hold the necessary authorisation defined in the VET to carry out the activity in question and a valid balance unit contract with the system operator or a balance unit membership contract with another authorised operator.

## 5.5.1 Full supply contract

An electricity purchase contract in which MVM Next Energiakereskedelmi Zrt. as seller undertakes to provide the market participant's full purchase demand, independent of the quantity and metering time interval, for a fixed period and under fixed financial terms.

5.5.1.1 Rights and obligations of MVM Next Energiakereskedelmi Zrt.

- to ensure the full supply of the electricity demand of the service location, i.e. to purchase in its own name the amount of electricity consumed by the User there;

- to maintain the Parties commercial, balance unit manager or balance unit aggregator activities during the contract period, unless otherwise agreed by the parties;

- if MVM Next Energakereskedelmi Zrt. does not maintain its commercial, balance unit manager or balance unit aggregator activities during the contract period, the supply



contract shall be terminated, with MVM Next Energakereskedelmi Zrt. being liable to pay full compensation to the consumer, i.e. to reimburse the consumer for the difference between the contracted energy price and the user's purchase price for electricity until the date of expiry of the contract;

- it is also liable to pay full compensation to the use in accordance with the rules of civil law if it has breached its contract with the user or has been unable to perform the terms of that contract for any reason for which it is responsible and has thereby caused the user damage;

- if the user refuses to provide the security requested by MVM Next Energiakereskedelmi Zrt., MVM Next Energiakereskedelmi Zrt. shall be entitled to terminate the contract;

- if, contrary to what the user has undertaken in the contract, the user does not obtain the entire electricity demand of the service location exclusively from MVM Next Energiakereskedelmi Zrt. during the term of the contract, MVM Next Energiakereskedelmi Zrt. shall be entitled to terminate the contract.

#### 5.5.1.2 Rights and obligations of the user

- to keep its network connection and network use agreement in force during the term of the electricity purchase contract;

- to pay the energy price, related charges, taxes, other funds according to the provisions of the contract;

- the user shall be entitled to contact MVM Next Energakereskedelmi Zrt. in matters relating to their own energy supply, who shall be obliged to provide the user with advice or information to the extent of his reasonable competence.

#### 5.5.1.3. Place of performance

The place of performance of MVM Next Energiakereskedelmi Zrt.'s obligations under the full supply contracts shall be the Hungarian transmission network. Electricity purchase contracts shall be deemed to have been fulfilled with respect to MVM Next Energiakereskedelmi Zrt. if the amount of electricity corresponding to the demand of the user/producer under the contract of MVM Next Energiakereskedelmi Zrt. has been fed into/taken from the transmission network(s) at the same time as the user's consumption/producer supply.

The delivery of the contracted electricity to the connection point of the user is the responsibility of the authorised network operator concerned. Therefore, MVM Next Energakereskedelmi Zrt. shall not be liable for any qualitative or quantitative defects in the electricity delivered at the service location, unless otherwise agreed.



#### 5.5.1.4 Other provisions

In the case of full supply, the service location must be included in the balance unit of MVM Next Energiakereskedelmi Zrt. or in the same balance sheet as MVM Next Energiakereskedelmi Zrt.

Supply can be provided up to the capacity specified in the user's connection and network use agreement.

In the case of a full supply contract, the user, if not a profile billing user, shall provide MVM Next Energiakereskedelmi Zrt. with a schedule of expected electricity consumption in writing, as specified in the contract, upon request. In the case of multi-source supply, the user shall also provide MVM Next Energiakereskedelmi Zrt. with the schedules provided under its other electricity purchase contracts.

5.5.2 Special provisions for profile based service locations

5.5.2.1 Classification into profile groups, definition of AMC

For the application of profile-based billing, the service location shall be assigned to a profile group, in the case of multiple connection points per connection point.

The assignment to a profile group is the right and obligation of the authorised distribution network operator The allocation to a profile group is performed by the distributor on the basis of the distributor's general terms of business in order to allocate a network user to a profile group that best approximates their actual usage pattern. If the system user (or MVM Next Energiakereskedelmi Zrt. on the basis of its authorisation) does not accept the result of the profile grouping, they may request the regionally competent authorised distributor to install a control meter recording the load curve.

For profile-based billing, the expected metered annual consumption (hereinafter referred to as "AMC") of the user shall be established. The AMC shall be provided by the user or the authorised network operator. The authorised network operator must approve the AMC and has the right to reject it, therefore it is indicative only until the authorised network operator has approved it. The determination of the valid AMC for subsequent settlement periods based on the previously read metered consumption data is the responsibility of the authorised network operator but MVM Next Energiakereskedelmi Zrt. may act in the user's interest in determining towards the authorised network operator is rejected or is modified differently from the User's request, MVM Next Energiakereskedelmi Zrt. shall continue to issue the bills based on the data of the competent authorised network operator and the User shall be obliged to pay the bills based on those data. No objection to the bill in that regard shall prevent the application of


the legal consequences of late payment.

On the basis of the contract concluded with the user, billing may also be based on the estimated consumption volume transmitted by the user's equipment (control meter) to the trader instead of the AMC.

5.5.2.2 Modification of the meter and profile group assignment

A user with profile billing may initiate a change of the AMC at the distribution company. MVM Next Energiakereskedelmi Zrt. shall issue the due bills based on the data received from the responsible distributor, unless otherwise agreed.

The detailed rules for the amendment of the AMC are set out in the general terms of business of the competent distribution company.

5.5.2.3 Procedure and method of readings and billing

The metering equipment of profile billing customers shall normally be read once a year by the distributor, unless otherwise provided for in the network usage agreement between the user and the authorised network operator. The User may submit any objections to the meter reading to the competent authorised distributor, however, if the submitted request is rejected or modified contrary to the User's request, MVM Next Energiakereskedelmi Zrt. shall continue to issue the bills on the basis of the data of the competent authorised network operator and the User shall be obliged to pay the bills on the basis of those data. No objection to the bill in that regard shall prevent the application of the legal consequences of late payment.

Extraordinary settlement, other than the annual reading of the user, shall take place, inter alia:

- when changing traders;

- at the trader's own discretion;

- in the event of a contract modification where the nominal connected load exceeds the profiling limit;

- at the request of the User, if the User settles any costs of meter reading with the competent distribution company.

## 5.5.3 Partial supply contract

In the case of a partial supply contract, the user does not purchase electricity exclusively from MVM Next Energiakereskedelmi Zrt. A partial supply contract may be concluded to the extent of the capacities stipulated in the user's network connection and network use agreement.

The user may only modify the existing full supply contract to a partial supply contract with the approval of MVM Next Energiakereskedelmi Zrt. In this case, MVM Next Energiakereskedelmi Zrt. shall conclude a partial supply contract with the user and the previous full supply contract shall be terminated by mutual agreement of the parties.



In the case of a partial supply contract, the user shall immediately notify MVM Next Energiakereskedelmi Zrt.. in writing of the scope, any changes or termination of its electricity purchase contracts not concluded with MVM Next Energiakereskedelmi Zrt.. and of the terms and conditions contained therein, in particular the schedule provided under the contract, excluding the amount of the tariff contained therein.

In the case of a partial supply contract, the User is required to conclude its balance unit membership contract or balance unit aggregator agreement with MVM Next Energiakereskedelmi Zrt.

## 5.5.3.1 Scheduling

The User may undertake to MVM Next Energiakereskedelmi Zrt. to provide a written forecast for the User's expected electricity consumption with the frequency and by the deadline stipulated in the contract, with the timely breakdown and detail agreed in the contract.

The Parties may also agree that the User will continuously take over a certain capacity, will not exceed a certain capacity and will also have a consumption within a certain electricity quantity for a certain period of time.

5.5.4 Schedule-based electricity purchase contract

In case of a schedule-based contract, MVM Next Energiakereskedelmi Zrt. shall purchase electricity from the user in the amount and schedule specified by the user. A prerequisite for a schedule-based contract is that the user must have a balance unit contract or other balance unit membership agreement; in addition, the connection point must have a remotely accessible meter capable of recording a load curve.

Schedule-based contracts can also be concluded as framework contracts.

5.5.4.1 Place and time of performance

Under schedule-based contracts, the place of performance of MVM Next Energiakereskedelmi Zrt.'s obligations is generally the Hungarian transmission network, and the time of performance corresponds to the time of delivery as defined by the schedule. In other words, the electricity purchase contracts are deemed to have been fulfilled for MVM Next Energiakereskedelmi Zrt. if the transmission has been accepted by the system operator by means of a confirmation of the schedule.

## 5.5.4.2 Scheduling

The schedule shall be established as part of the contract in accordance with the provisions of the Commercial Code.

The contracting parties are obliged to notify the schedules to the System Operator with the content, in the form and on time in accordance with the Supply Regulations. The contracting

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parties shall compensate each other for any damage caused to the other party by their negligent conduct in the notification and approval of the schedule.

## 5.6 Duration and amendment of the contract

The electricity purchase contract may be concluded

- for a period determined by the parties;

- for a fixed term which, unless otherwise agreed by the parties, shall be extended for one year each year after the expiry of the fixed term (rolling expiry);
- for an indefinite period.

The duration of the electricity purchase contract between the parties and the delivery period fixed in the contract may differ. The duration of the contract shall be understood by the parties to be the period from the date of signature by persons duly authorised by the parties until 24:00 hours on the last day of the supply period.

Notifications and declarations of MVM Next Energiakereskedelmi Zrt. under these General Terms of Business shall be deemed to be in writing and signed by it if they bear the original or scanned signature of its employee or company representative acting as its representative.

The duration of supply shall be understood to mean the period during which the actual supply and receipt of the quantity of electricity specified in the Electricity Purchase Contract takes place.

5.6.1 Contract amendment

Contract amendment shall be governed mutatis mutandis by the rules for the conclusion of the contract. In the event of a change in the general terms and conditions of the contract as defined in the General Terms of Business, the Power Purchase Contract shall also be amended on the date specified in the notification of the change.

5.6.2 Amendment of the contract by the user

Any change in the user's data, address, other data included in the electricity purchase contract shall be notified by the user to the customer service of MVM Next Energiakereskedelmi Zrt. within 15 days as specified in clause 4.1 or 4.2 of these General Terms of Business.

Changes to the data concerning electricity billing and settlement and, consequently, changes to the contract shall not lead to retroactive corrections

in the settlement.

The user shall be liable for any damage resulting from the absence or late notification of the user in accordance with the general rules.

If the user does not arrange the modification of the contracted capacity in the network use agreement with the regionally competent authorised distribution network operator via MVM



Next Energiakereskedelmi Zrt., they shall notify MVM Next Energiakereskedelmi Zrt. thereof together with the corresponding distribution demand notification.

MVM Next Energiakereskedelmi Zrt. shall accept changes to the payment method of the bill without separate notification if the user places or cancels a direct debit order with the financial institution or settles bills with cash transfer orders and postal bill payment orders by transfer. If a direct debit order is withdrawn, the payment method shall be replaced by a cash transfer order or postal order (cheque). In such cases, MVM Next Energiakereskedelmi Zrt. shall transfer the change of the payment method as contractual data to its records. If a User with a cash transfer order, postal bill payment order (cheque) payment method settles their balance by transfer or credit card payment three consecutive times, MVM Next Energiakereskedelmi Zrt. shall consider this as a unilateral request for amendment of the contract by the User, which shall be entered into its registration system, and shall then apply the rules of the transfer payment method for the User until the User's request to the contrary. The User shall be informed of the change of payment method and the changed payment method shall be indicated on the bill issued following the change.

5.6.3 Amendment of the contract by MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall be entitled to unilaterally amend the electricity purchase contract in the following cases:

- If justified by a change in legislation or a decision of the Office;

- if required by the terms and conditions of the general terms and conditions of the electricity purchase contract.

In the event of a business decision by the Trader, the rights and obligations of the Trader may be transferred to a third party without the consent of the User and with the User's prior notification, provided that the third party is an affiliated or associated company of MVM Next Energiakereskedelmi Zrt. pursuant to Act C of 2000 on Accounting. The detailed rules for unilateral amendments to electricity purchase contracts concluded with customers entitled to universal service are set out in Section 1.3.3 of these General Terms of Business.

In the event of a unilateral amendment of the contract, MVM Next Energiakereskedelmi Zrt. shall inform its customers in writing on its website, by letter or by electronic means at least 14 days before the entry into force. If the user does not make any comments or objections before the entry into force, the change shall be deemed to have been accepted by the customer.

## 5.7 Termination and cessation of the contract

5.7.1 Termination of the contract by the user

Ordinary termination



A fixed-term contract cannot be terminated by ordinary notice. A contract concluded for an indefinite period may be terminated by the user by giving 60 days' notice to the last day of the month.

For a user whose contract is not terminated for any reason at the end of the fixed term, unless otherwise agreed, the electricity price to be paid by the user shall be the electricity sales price determined in accordance with Annex M.1 of these General Terms of Business.

If MVM Next Energiakereskedelmi Zrt. modifies the electricity prices published in Annex M.1 of these General Terms of Business to the detriment of the User, the User who, immediately prior to the change, purchased electricity pursuant to the terms and conditions of Annex M.1 of these General Terms of Business shall be entitled, within 15 days of the publication on the website or, if there is a written notice, of the receipt of the written notice, to terminate the electricity purchase contract by giving notice in writing by the first day of the month following the month in which the notice is given, but with a minimum of 30 days' notice.

The user and MVM Next Energiakereskedelmi Zrt. shall settle all accounts and pay all outstanding debts within the period specified in the electricity purchase contract for the day of termination of the contract.

The user's written contract termination must include:

- the fact and date of termination;

- the exact name, address and POD ID of the service locations in the event of a change in the identity of the User, a statement signed by the new User indicating the date of delivery and acceptance, the status of the meter(s) counter and the new notification address of the User to which the bill(s) containing the outstanding electricity charges of the User will be sent.

If the POD ID is incorrectly stated or if the identification of the service location is otherwise not possible, the termination of the contract for that service location shall not be effective and, if the user's request for termination still exists, the user shall initiate a new termination for this service location.

Extraordinary termination:

In the event of a serious breach of contract, the user may terminate the electricity purchase contract with immediate effect by giving notice to MVM Next Energiakereskedelmi Zrt.. after having given MVM Next Energiakereskedelmi Zrt. a written notice to perform in accordance with the contract. The termination of the contract shall be communicated to MVM Next Energiakereskedelmi Zrt.. in a verifiable manner. MVM Next Energiakereskedelmi Zrt. shall be deemed to be in serious breach of contract, in particular in the following cases:



- failure to commence the delivery of electricity at the place of performance at the time stipulated in the contract;

- the electricity trader's operating licence is revoked.

The parties may agree in their individual contracts on different or additional terms and conditions than those indicated above.

5.7.2 Termination of the Contract by MVM Next Energiakereskedelmi Zrt.:

A fixed-term contract cannot be terminated by ordinary notice.

MVM Next Energiakereskedelmi Zrt. may terminate a contract with a user for an indefinite term by giving 60 days' notice to the last day of the month.

The Parties may agree in their individual contracts on different or additional terms and conditions than those indicated above.

Extraordinary termination:

In case of material breach of contract by the User, MVM Next Energiakereskedelmi Zrt. may terminate the electricity purchase contract with immediate effect by notice to the User. The extraordinary termination of the contract must be communicated to the user in a verifiable manner. A material breach of contract shall be deemed to have occurred in particular for any of the following reasons:

(a) if it is established, during the period before the entry into force of the contract or the start of the transmission, that the User has a valid and effective contract with another trader for the duration of the supply (in whole or in part) and the other trader refuses the exchange of traders by the User;

(b) in case of a full supply contract, if the User infringes the exclusive supply right of MVM Next Energiakereskedelmi Zrt.;

(c) if the user fails to pay the amount due (including, but not limited to, electricity and network access fee; see 6.2 b) for details) within the period specified in the contract or by the date indicated on the bill issued;

(d) the user switches to multi-source supply at the service location without the approval of MVM Next Energiakereskedelmi Zrt;

(e) due to the breach of an existing network use and/or network connection agreement, the authorised distributor suspends the supply at the service location or the network connection or network use agreement at the service location is terminated;

(f) late provision of financial security pursuant to Section 5.3 or failure or refusal to provide financial security;

(g) suspension (disconnection) of the user's off-take at the initiative of a third party by



the regionally competent authorised network operator.

In case of extraordinary termination of the contract by MVM Next Energiakereskedelmi Zrt., the user shall be liable to pay a default penalty in respect of the breach of contract as follows The amount of the default penalty is the product of the quantity of electricity corresponding to 80% of the forecast consumption between the date of expiry of the transmission period specified in the contract and the date of termination of the contract (if the forecast is for the entire contractual period, then the pro rata part of the forecast quantity), multiplied by the unit price specified in the specific conditions of the electricity purchase contract.

Termination of the contract shall be notified in writing to the user. Upon termination of the contract, the regionally competent authorised distribution network operator shall be entitled to disconnect the consumption meter at the service location which it owns, if any User does not have a valid contract at the service location by that date.

5.7.3 Cessation of the contract

The contract may be terminated by mutual agreement between the User and MVM Next Energiakereskedelmi Zrt.

Unless otherwise provided, the contract shall terminate upon expiry.

The electricity purchase contract shall be terminated with immediate effect without any other action being taken if, during its term, the User's network use and/or network connection agreement is terminated or the authorised distributor suspends the User's network use at the given service location for a period exceeding 30 days.

In that case, the legal consequences of extraordinary termination as set out in Section 5.7.2 of these General Terms of Business shall apply

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5.7.4 Payment obligation in the event of the cessation of the contract

The user shall pay the consideration for the supply of electricity already provided, as well user fees and costs incurred in connection with the service or its termination, by the deadline set by MVM Next Energiakereskedelmi Zrt.

5.7.5 Conditions for reverting to universal service

If a user entitled to universal service pursuant to Section 50 of the VET wishes to switch to the universal service of MVM Next Energiakereskedelmi Zrt. or another supplier, they shall terminate their electricity purchase contract as provided for in the contract and conclude a contract with the service provider. The rules for switching traders apply to the transition to universal service.

## 5.8 Specific cases for the management of network use agreements



#### 5.8.1 User mandate

Upon mutual agreement of the Parties, the user may issue a written mandate to MVM Next Energiakereskedelmi Zrt. to act on its behalf and in its place before the regionally competent authorised distribution network operator in concluding the electricity network connection agreement and the network use agreement, and to conclude a balance unit membership contract with the Balance Unit Manager. In this case, MVM Next Energiakereskedelmi Zrt. will receive the user's application and, as the agent, forward it to the authorised distribution network operator and the Balance Unit Manager.

5.8.2 User mandate for the payment of the network access fee to the authorised distributor

Upon mutual agreement of the Parties, the User may give a written mandate to MVM Next Energiakereskedelmi Zrt. to enter into the network use agreement as a payer of MVM Next Energiakereskedelmi Zrt. In that case, MVM Next Energiakereskedelmi Zrt shall be obliged to fulfil the User's obligation to pay the network access fee as stipulated in the network use agreement to the competent authorised distribution network operator. If MVM Next Energiakereskedelmi Zrt. has fulfilled its obligation to pay the network access fee to the authorised distribution network operator, it shall be entitled to invoice the fee paid by the user to the authorised distribution network operator as an indirect service. The liability of MVM Next Energiakereskedelmi Zrt. under this assignment relationship shall be limited to the payment of the network access fees. If the user fails to fulfil its obligation to pay the network access fee to MVM Next Energiakereskedelmi Zrt. in due time, it shall be in breach of contract, the consequences of which are set out in Section 6.2 of these General Terms of Business.

If the competent authorised distributor amends the settlement of the network access fee and MVM Next Energiakereskedelmi Zrt. is obliged to pay the fee as a result, it shall invoice the User for this amount, which the User shall be obliged to pay. If the User has an overpayment due to the modification of the network access fee, MVM Next Energiakereskedelmi Zrt. shall pay this amount to the User upon the User's request.

The order to pay the network access fee does not include the payment by MVM Next Energiakereskedelmi Zrt of any legal consequences (e.g. penalties, damages, etc.) resulting from the User's breach of the connection agreement or the network use agreement.

5.8.3 Absence of network use agreements at the beginning of the supply

If, at the time of conclusion of this Contract, the User does not have a valid and effective network use or network connection agreement and if, for any reason, such contract is not concluded by the date of commencement of transmission, the User shall pay the amount of electricity corresponding to 80% of the forecast consumption for the transmission period



specified in the Contract multiplied by the unit price specified in the Specific Conditions of the Electricity Purchase Contract.

# 5.9 Balance unit membership contract or balance unit aggregator agreement between the User and MVM Next Energiakereskedelmi Zrt.

5.9.1 The balance unit membership contract or balance unit aggregator agreement

A balance unit membership contract or a balance unit aggregator agreement is a contract for the settlement of balancing supply and/or the reporting of schedules on which the settlement is based, which sets out the rights and obligations of the balance unit manager and the user with regard to balancing energy settlement and the reporting of schedules. If MVM Next Energiakereskedelmi Zrt. is connected to any balance unit, it shall perform the tasks of the balance unit manager as a balance unit aggregator, but the balance unit manager shall represent the balance unit towards the transmission system operator.

5.9.2 Conclusion of the balance unit membership contract or balance unit aggregator agreement A user entitled to universal service is by law a member of the balance unit of MVM Next Energiakereskedelmi Zrt. without concluding a separate balance unit membership contract, if they concludes a supply-based electricity purchase contract with MVM Next Energiakereskedelmi Zrt. MVM Next Energiakereskedelmi Zrt. is also entitled to fulfil this obligation as a Balance Unit Aggregator.

MVM Next Energiakereskedelmi Zrt. may, at its own discretion, enter into a balance unit membership contract or a balance unit aggregator agreement with the user or the producer. The supply-based electricity purchase contract between the user and MVM Next Energiakereskedelmi Zrt. shall contain provisions on the balance unit membership or balance unit aggregator membership of the system user, MVM Next Energiakereskedelmi Zrt. shall not use a separate model contract in this respect.

5.9.3 Main contents of the balance unit membership contract or balance unit aggregator agreement

- details of the contracting parties;
- definitions of terms;
- the term and termination of the agreement;
- provisions relating to the schedule;
- settlement of balancing supply fees;
- breach of contract, material breach of contract;
- governing law, dispute settlement.

## 5.10 Change in the user's service location or in the identity of the trader selling electricity



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5.10.1 Change in the user's service location

If the user moves from its service location or ceases to purchase electricity, they shall notify MVM Next Energiakereskedelmi Zrt. in writing at least 30 days before the planned date and terminate their electricity purchase contract. MVM Next Energiakereskedelmi Zrt. shall treat the information in this regard as business secrets. In case of termination of the User's fixedterm contract, if the User no longer wishes to take delivery of the contracted quantity or is unable to do so for any reason, the rules on ordinary or extraordinary termination shall apply. If the user has a separate electricity purchase contract and a network connection and network use agreement, they shall terminate their network use agreement at the same time as they terminate their electricity purchase contract, unless they have concluded an electricity purchase contract with another electricity trader or, if eligible, with a universal service provider, in accordance with the law and the authorised network operator's standard terms of business. In case of a change in the identity of the user, if the user fails to notify the authorised network operator, the user who ceases to purchase electricity shall be liable for payment of the electricity purchased, the consequences of any breach of contract resulting from irregular or unlawful purchase and, where applicable, the payment of the network access fee (if MVM Next Energiakereskedelmi Zrt. is the payer of the network access fee pursuant to Section 5.8.2 of

the General Terms of Business), until the change is notified.

5.10.2 Change in the identity of the electricity trader

If the person of MVM Next Energiakereskedelmi Zrt. as the authorised operator selling electricity at the service location without any change in the person of the user, it shall inform the user thereof within 15 days of the change.

5.10.3 Settlement in the event of a change in the service location or a change of trader

A user who moves from the service location or ceases to purchase electricity at the service location, or who changes electricity trader, and MVM Next Energiakereskedelmi Zrt. shall settle all accounts and pay all outstanding debts by the date of termination of the contract.

The termination of the network use contract and the settlement of accounts between the parties shall be governed by the law and the authorised distributor's standard terms of business.

In case the User moves from the service location and wishes to use electricity supply at a new service location, MVM Next Energiakereskedelmi Zrt. shall provide the User with information or a contractual offer upon their indication.

If MVM Next Energiakereskedelmi Zrt. is unable to supply electricity to the new service location for any reason in the interest of the User, MVM Next Energiakereskedelmi Zrt. shall

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be entitled to extraordinary termination and the provisions of these General Terms of Business on the consequences of extraordinary termination shall apply.

## 5.11 Rules of delivery

MVM Next Energiakereskedelmi Zrt. shall send documents, offers and notices to the Users generally by post, e-mail, fax, customer gateway or courier or by any other service provider providing integrated postal services or other services entitled to deliver mail to the address which is the User's notification address or payment address in the contract. Failing this, MVM Next Energiakereskedelmi Zrt. shall send the documents to the address indicated on the last invoice issued by it to the User.

If the user/payer does not have a contact address in Hungary (permanent residence/residence/notification address/registered office/postal address), they shall be obliged to provide and maintain electronic and telephone contact details in Hungary and to register for an e-invoice. In this case, the notification of documents which cannot be sent by electronic means is the address of the service location.

Documents (e.g. invoices) sent by MVM Next Energiakereskedelmi Zrt. as non-registered consignment

- on the 3rd working day after posting, unless proven otherwise;

- in the case of mail delivered by courier, integrated postal service provider or other service provider authorised to deliver mail, the date of the receipt of the service provider's acknowledgement of receipt on the spot or of the refusal of receipt, or, in the case of placement in a mailbox, the date of the receipt of the mail on the 5th working day following the placement of the mail, shall be deemed to be the date of delivery or notification.

MVM Next Energiakereskedelmi Zrt. - shall, if it deems it appropriate in view of their content, send the consignments by registered letter with confirmed receipt or by courier or integrated postal service or other service provider authorised to deliver mail. Unless otherwise agreed, MVM Next Energiakereskedelmi Zrt. shall send the notification prior to the disconnection (suspension) of the user and the termination of the contract by registered letter with confirmed receipt or by letter confirming receipt or refusal of receipt by courier or integrated postal service provider entitled to deliver postal items.

Mail sent by post or by courier or integrated postal service or by any other service provider authorised to deliver items of correspondence shall be deemed to have been delivered on the date on which delivery is attempted if the addressee returns the consignment with a "refused to accept" or equivalent indication.



If the notification is returned to MVM Next Energiakereskedelmi Zrt. with the indication "not claimed", "company has ceased to exist", "moved", "no post box" or with an equivalent indication, the document shall be deemed to have been delivered on the 5th working day following the day on which the attempt to send it was made, unless proof to the contrary is provided.

Unless otherwise provided for in the electricity purchase contract or the General Terms of Business, the disconnection notice for household customers shall be delivered by registered consignment with confirmed receipt. If the notice is returned with the indication "not claimed", "moved", "no post box" or equivalent, it shall be deemed to have been delivered on the 10th working day following the day on which the attempt to deliver it by post is made, unless it is proved otherwise.

If the user or payer has also provided an electronic mail (e-mail) address as a notification (postal) address, MVM Next Energiakereskedelmi Zrt. is entitled to send documents that are not to be sent as registered consignment by electronic mail, unless otherwise provided by law. Unless otherwise provided by law, consignments sent by electronic mail shall be deemed to have been delivered when delivery is attempted, unless the recipient's electronic mail management system indicates to the sender that delivery has failed.

If delivery by return receipt (proof of receipt) is required as described above, MVM Next Energiakereskedelmi Zrt. may also deliver the consignment to the storage location of the user's registered delivery service address (customer gateway, company gateway or office gateway) in accordance with the rules of electronic administration via registered delivery service.



## 6 BREACH OF THE ELECTRICITY PURCHASE CONTRACT AND ITS CONSEQUENCES

## 6.1. Breach of contract by MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall be deemed to be in breach of the electricity purchase contract in particular if

(a) it does not sell the electricity in the manner specified in the electricity purchase contract or in the manner expected of it and does not cooperate with the authorised distribution network operator in connection with its transmission in accordance with the provisions of the applicable laws and regulations,

possible consequence: penalty

(b) MVM Next Energiakereskedelmi Zrt. does not purchase the amount of electricity corresponding to the user's demand as stipulated in the electricity purchase contract,

possible consequences: compensation.

(c) the guaranteed services are not provided, or are not provided properly, in accordance with the Office's decision on guaranteed services or the General Terms of Business,

possible consequence: penalty;

(d) in addition to the above, any other breach of the provisions of the electricity purchase Contract, the General Terms and Conditions or the General Terms of Business,

possible consequences: compensation

## 6.2. Breach of contract by the user

The user shall be deemed to be in breach of the electricity purchase contract in particular if

(a) it is established, during the period between the entry into force of the contract and the start of the transmission, that the User has a valid and effective contract with another trader for the duration of the delivery (in whole or in part) and the other trader refuses to switch the User's trader;

possible consequences: extraordinary termination, payment of a default penalty;

(b) purchases by tampering with or bypassing the metering device (if this results in a loss for MVM Next Energiakereskedelmi Zrt,)

possible consequences: penalty and, in the event of suspension, immediate termination of the electricity purchase contract, payment of a default penalty, and in addition, the difference between the consumption estimated by the competent authorised distributor and the pro rata part of the quantity forecast in the electricity purchase contract, less the value of the energy actually invoiced, if this amount is positive;

(c) late payment of the electricity tariff and/or the network access fee (if the network



access fee are paid by the User to the Trader as specified in the electricity purchase contract), not within the time stipulated in the Contract, possible consequences:

**for household customer:**interest for late payment, disconnection and/or extraordinary termination of the electricity purchase contract if the disconnection conditions set out in the VET and the Vhr. are met, payment of a notice fee, payment of a default penalty or making reconnection conditional on the installation of a prepayment metering device, failure of an ongoing change of trader,

#### for non-residential users:

- default interest, notice charges
- flat rate collection costs in accordance with Annex M.6,
- failure of an ongoing trader switch
- for delays exceeding 15 days or the period specified in the contract:
- disconnection and/or
- extraordinary termination of the electricity purchase contract and/or
- payment of a default penalty and/or
- request for security and/or

- payment of a flat-rate disconnection fee as set out in Annex M.6, if a disconnection procedure is initiated;

(d) the household customer does not allow the authorised distribution network operator to arrange for the meter to be read in order to fulfil its statutory obligations, despite the notifications sent by MVM Next Energiakereskedelmi Zrt. or the regionally competent authorised distribution network operator in the manner specified in a separate act and despite the right to make an appointment as specified in a separate act,

possible consequence: a single penalty payment;

(e) failure to provide financial security or late provision of financial security,

possible consequences: extraordinary termination, payment of a default penalty;

(f) in addition to the above, any other breach of the provisions of the electricity purchase Contract, the General Terms and Conditions or the General Terms of Business,

the consequences of a default penalty: the consequence or compensation for the breach of contract in question

(g) in case of a breach of a contract based on full supply, in particular:

• in the case of individual network use, late payment or non-payment of network use, system services and other claims of the authorised network operator,

possible consequences: extraordinary termination of the contract, payment of a default



penalty;

• where the contract between the parties provides for the provision of a schedule, failure to provide such a schedule or late or inadequate provision of a schedule,

possible consequences: penalty or additional penalty provided for in the contract;

• switching to multi-source supply without the approval of MVM Next Energiakereskedelmi Zrt,

possible consequences: termination of the contract with immediate effect, payment of default penalty;

• failure to notify changes in the terms and conditions of the balance unit contract, balance unit membership contract, network connection agreement and network use agreement,

possible consequence: penalty;

• purchase without a valid network access and/or network connection and/or balance unit contract in force, in the event of termination or suspension of these contracts,

possible consequences: termination with immediate effect, default penalty;

(h) In case of a partial supply contract:

• failure to present any electricity purchase contract for approval,

possible consequence: penalty;

(i) failure to receive the monthly invoice within 10 days of the date of receipt of the monthly invoice under the contract and failure to notify the customer service of MVM Next Energiakereskedelmi Zrt,

possible consequence: penalty if the amount of the invoice reaches HUF 20,000.

MVM Next Energiakereskedelmi Zrt. stipulates, pursuant to Section 3 (1) of Act IX of 2016 on Flat Rate Collection Cost, that in the case of contracts concluded by it with undertakings or contracting authorities, the debtor or the contracting authority shall be liable for, in case of delay in the performance of a payment obligation arising from a commercial transaction, it shall be entitled to a HUF amount equivalent to forty euros, i.e. a flat rate collection cost, as cover for the costs incurred by it in connection with the recovery of its claim, determined on the basis of the official mid-rate of exchange of the Magyar Nemzeti Bank on the date of the start of the delay.

MVM Next Energiakereskedelmi Zrt. may claim the flat rate collection costs within a limitation period of one year from the date of the default. The due date of the claim shall be the date of voluntary performance or, in the absence of voluntary performance, the date of the first demand for performance.

The debtor shall not be liable to pay the flat rate collection costs if they excuse their delay in



enforcing the claim.

When applying the legal consequences of late payment, MVM Next Energiakereskedelmi Zrt. shall, in case of doubt, be obliged to prove that the invoice has been delivered in accordance with the law.

If the user has raised an objection to the invoice, MVM Next Energiakereskedelmi Zrt. shall not charge flat rate collection costs until the expiry of the deadline for payment of the corrective invoice issued due to the rejection of the invoice or until the eighth day after the user's receipt of the rejection of the invoice claim.

Compliance with the obligation to pay the flat rate collection costs shall not relieve the debtor of any other legal consequences of late payment; however, the amount of the flat rate collection costs shall be set off against the compensation.

The costs incurred by the user due to the user's breach of contract, including the costs of the late payment notice, shall be charged to the user by MVM Next Energiakereskedelmi Zrt. as set out in Annex M.6.

The parties may also specify additional cases of non-compliance and the related penalties in the electricity purchase contract.

## 6.3. Definition of penalties

6.3.1. Penalty in case of breach of contract by MVM Next Energiakereskedelmi Zrt.

For the case of a breach of contract according to section 6.1 a):

In the event of a claim for a penalty indicated by the user of the affected service location, MVM Next Energiakereskedelmi Zrt. shall pay a one-off penalty of HUF 10,000.

MVM Next Energiakereskedelmi Zrt. shall only make a payment of a penalty or a pro rata refund to the user under this chapter on the basis of the user's application for a penalty.

In the cases referred to in Section 6.1 c), MVM Next Energiakereskedelmi Zrt. shall be obliged to pay the penalty according to the terms and conditions detailed in Annex M.7 of the Guaranteed Services. Certain breaches of the Guaranteed Services are subject to automatic penalty payments.

6.3.2. Penalty payable in case of breach of contract by the User

In the cases provided for in Section 6.2, where the sanction is a penalty, the User shall pay a single penalty of HUF 10,000. For the default penalty, the provisions of Section 5.7.2 shall apply.

It shall not constitute a breach of contract, and therefore the one-off penalty shall not apply, if (a) MVM Next Energiakereskedelmi Zrt. has not sent the user the notification justified in terms of its content by registered letter with confirmed receipt or by courier or other service provider



authorised to deliver postal items, or

(b) the user or MVM Next Energakereskedelmi Zrt. did not receive the duly sent notice for reasons beyond its control; or

(c) for reasons beyond the user's control, the user did not provide the authorised distributor or its agent with access to the metering point at the time indicated,

and, in the cases provided for in paragraphs b) and c), is able to remedy their default subsequently within 5 days of receipt of the notice of the claim for penalty by notifying MVM Next Energakereskedelmi Zrt. in a verifiable manner.

The payment of the penalty shall not exempt the user from paying the consideration for the quantity of electricity purchased, calculated on the basis of the applicable price scale or contract price.

MVM Next Energiakereskedelmi Zrt. and the regionally competent authorised distribution network operator shall cooperate in the investigation of the breach of contract and in determining the amount of the penalty and compensation.

## 6.4. Compensation

MVM Next Energiakereskedelmi Zrt. and the user shall compensate the other party for the proven damage caused by the breach of contract, not covered by penalty.

MVM Next Energiakereskedelmi Zrt. and the user shall be liable for damages in case of fault, i.e. they shall be exempted from liability if they prove that they acted as could be expected in the given situation in order to avoid delay or to ensure faultless performance. MVM Next Energiakereskedelmi Zrt. and the user do not have to compensate the part of the damage resulting from the fact that the other party did not act as could normally be expected in the given situation in order to avoid or reduce the damage.

MVM Next Energiakereskedelmi Zrt. and the User shall also be exempted if the damage is due to an external cause beyond the control of either party, force majeure and the adverse effect of which cannot objectively be prevented by human power (e.g. natural disasters, war, acts of terrorism).

The parties will attempt to reach an agreement on compensation, but in the absence of an agreement, the claim will be judged according to the rules of civil court procedure.

MVM Next Energiakereskedelmi Zrt. will sell the electricity in accordance with the electricity purchase agreement and in the manner it is expected to do. The regionally competent authorised distribution network operator shall be liable for any damage caused to the consumer by a quality defect in the electricity supply, taking into account the provisions of Act V of 2013 on the Civil Code.



The quality characteristics of the electricity distributed at the connection point shall be specified in the standard terms of business of the relevant authorised distribution network operator.

#### 6.5. Procedure for initiating disconnection (suspension) and reconnection

MVM Next Energiakereskedelmi Zrt. may initiate the disconnection from the electricity service of all the service locations of the User included in the electricity purchase contracts or in the payment agreement with the regionally competent authorised distributor, if

- the user is in arrears with the payment of the due charges as defined in this section,
- or is in breach of contract

The disconnection procedure shall be initiated by a "Disconnection Order" sent by the authorised trader to the authorised distribution network operator

Before initiating the disconnection procedure, MVM Next Energiakereskedelmi Zrt. shall notify the users in writing of the expected disconnection and the associated service interruption as detailed in the following paragraphs. If this written notification is returned with the indication "not claimed", "moved", "refused to accept", "company has ceased to exist", "addressee unknown" or "no post box", the document shall be deemed to have been served on the 5th working day after the attempted service, unless proven otherwise.

A disconnection order may be cancelled up to 12 noon on the working day preceding the disconnection period indicated in the disconnection notice. MVM Next Energiakereskedelmi Zrt. may initiate the suspension of the user until the settlement of the user's entire arrears during the delivery period. (MVM Next Energiakereskedelmi Zrt. will only be informed of the payment details on working days.)

The provisions of this Chapter shall not apply if the behaviour of the user or the condition of the user's equipment endangers the safe operation of the electricity system, physical safety or the safety of property. In such cases, the service location may be disconnected immediately in accordance with the provisions of the authorised distributor's standard terms of business.

6.5.1. Detailed rules for disconnection of users not entitled to universal service

If a user is in default of payment for more than 8 days, the electricity trader may initiate disconnection with the relevant authorised distributor.

Notification of disconnection and the associated interruption of service shall be given by registered letter with confirmed receipt or by any other appropriate means of proof of receipt by the user. If the electricity purchase contract between the parties also includes an electronic address as notification address, MVM Next Energiakereskedelmi Zrt. shall be entitled to notify the disconnection by electronic means. The date of the notification shall be the date indicated



in the electronic message sent, unless the system indicates that delivery has failed, excluding the "out-of-home" message.

6.5.2. Detailed rules for disconnection of non-household users entitled to universal service If a user is in default of payment for more than 30 days, the electricity trader may initiate disconnection with the authorised distributor.

Notification of disconnection and the associated interruption of service shall be given by registered letter with confirmed receipt or by any other appropriate means of proof of receipt by the user.

It is the client's responsibility to indicate at the time of contracting that they are entitled to universal service, if this indication is omitted or incorrect, the rules in Section 6.5.1 shall automatically apply.

6.5.3. Detailed rules for the disconnection of the authorised operator of the private line

MVM Next Energiakereskedelmi Zrt. shall initiate the disconnection of the authorised operator of private line from the electricity supply in case of default of payment to the authorised network operator if the following conditions are met:

(a) the authorised operator of private line is at least 60 days in arrears with payment, and

(b) efforts on the part of the authorised operator of the private line to negotiate with the electricity trader concerning the possibilities for granting payment facilities or deferred payment failed; and

(c) the electricity trader notified the authorised operator of the private line in writing concerning the debt and on the sanction of disconnecting service on at least two occasions, and posted a notice indicating the debt and the potential sanction of disconnecting service at the service location, prominently displayed for the final customers connected to the private line.

The authorised operator of private line who transmits electricity to final customers shall notify the electricity trader to whom it has a contract of its transmission activity under the conditions laid down in the Vhr. In the event that the user has not informed the electricity trader supplying them in writing of the resale transmission at least 15 days before the resale transmission begins, the electricity trader shall not be obliged to comply with the rules provided for in Section 66/A of the VET when disconnecting the user in the event of failure to give such information.

6.5.4. Detailed rules for disconnecting household customers

MVM Next Energiakereskedelmi Zrt. shall be entitled to initiate the disconnection of household customers from the electricity supply in the event of payment default if the following conditions are met

(a) the household customer is at least 60 days behind in the payment of charges;

(b) efforts on the part of the household customer to consult with the electricity trader concerning the possibilities for granting payment facilities or deferred payment failed; and

(c) the electricity trader notified the household customer in writing concerning the debt and on the consequences of disconnecting service on at least two occasions, with a notice inserted in the first notice for the household customer on the available allowances afforded to customers with special social needs in VET and in the Vhr., as well as on the option to have a prepayment metering device installed.

In the case referred to in Section 6.5.4 c), the first notification to the household customer shall be made by post or, where the household customer has given their prior consent to be contacted electronically, by electronic means, and the second notification of the possibility of disconnection and the associated interruption of service shall be made by registered letter with confirmed receipt or by any other means which provides proof of receipt by the household customer.

Disconnection of the household customer initiated by the electricity distributor may take place only at a time notified in advance to the household customer by the authorised distributor, at the earliest at the same time as the second notification under the previous paragraph. In the notification, the authorised distributor shall specify the 5 working days within which it intends to disconnect the electricity at the initiative of the electricity trader. The notification shall specify in detail, on the basis of the information provided by the electricity trader, the total amount of the outstanding debt owed by the household customer, by title, together with the original due date for payment and, in the case of debts other than or not exclusively arising from a debt on account, the date on which the civil action or order for payment procedure was initiated. The notification may be made by the distributor in cooperation with the electricity trader and the sending of this notification does not constitute the initiation of the disconnection procedure.

The electricity trader may initiate the disconnection procedure to the authorised distributor at the earliest on the 63rd day following the expiry of the payment obligation deadline. The initiative shall state that the household customer has not settled their debt and that disconnection may be enforced.

If the payment obligation referred to in Section 6.5.4. a) does not, or not exclusively originate from non-payment of invoiced charges, the electricity trader shall be entitled to request to have the household customer disconnected from the electricity service on the grounds of any debt

other than the non-payment of invoiced charges, only after bringing action - as substantiated in civil court or after the opening of order for payment procedure for the recovery of such charges.

The disconnection of a household customer shall not take place on: non-working days, public holidays, the working day immediately preceding a non-working day or public holiday, or a day of rest as defined by special legislation.

If disconnection has not been performed within the indicated period and the debt giving rise to disconnection still exists, MVM Next Energiakereskedelmi Zrt. or the authorised distribution network operator shall send a new notification indicating a new period for disconnection.

If the authorised distributor is unable to disconnect the electricity within 30 days of receipt of the electricity trader's notification, it shall notify the electricity trader thereof. The electricity trader may terminate the electricity sales contract after notification of the failure to disconnect, while informing the authorised distributor.

In case of a dispute, the electricity trader shall be responsible for proving the existence of the conditions set out in Section 47 (7) of the VET.

If a household customer who is not included in the register of vulnerable customers as a socially vulnerable customer has not paid their debts, the electricity trader shall, at the same time as sending the first written notice pursuant to Section 47 (7) c) of the VET on the disconnection of the electricity supply, inform the household customer in writing, in a clear and comprehensible manner, of the benefits available to vulnerable customers, of the procedure for applying for inclusion in the register of vulnerable customers and shall send the customer the information form in accordance with Annex 23/a of the EEA.

The electricity trader shall provide this information once per calendar year. Thereafter, unless the legal conditions for the registration of the vulnerable customer as a socially deprived person have changed since the last information was provided, the electricity trader may fulfil its obligation to provide information by sending a reminder of the possibility of registering the vulnerable customer in the relevant calendar year.

If the household customer has requested the authorised distributor to include them in the register of vulnerable customers, the authorised distributor shall suspend the disconnection process until such inclusion or refusal. Disconnection may only take place after the refusal to be included in the register.

6.5.5. Detailed rules for disconnecting vulnerable customers:

The socially vulnerable customer shall in particular benefit from the following discounts:

(a) payment facilities or deferred payment;



(b) the right to a prepayment metering device.

If a customer with special social needs fails to settle their outstanding debts after being granted payment facilities or deferred payment, or if they breach the conditions laid down in the agreement on the payment facilities or deferred payment, the electricity trader affected may render further service contingent upon the installation of a prepayment metering device. If the customer with special social needs refuses to have a prepayment metering device installed, or if engaged in any conduct to prevent or frustrate installation, he may be disconnected from service in accordance with Section 47 (7) and (8) of the VET. The price charged for electricity received through the prepayment metering device may not exceed the price that was originally charged to the vulnerable customer under the contract for the purchase of electricity without the use of a prepayment metering device. The detailed rules on the vulnerable customers are set out in Chapter 7 of the General Terms of Business.

6.5.6. Detailed rules on the exemption of public sector users from disconnection from the electricity supply

The public sector user may request the electricity trader and the authorised distributor to grant a moratorium pursuant to Section 63/A of the VET (hereinafter: moratorium) at least 15 days before the period covered by the moratorium (hereinafter: moratorium period).

At the time of initiating the moratorium, the public sector user shall provide evidence of compliance with the conditions laid down in the legislation by means of the documents specified in Section 29/A of the Vhr.

The electricity trader and the authorised distributor shall, after consulting each other, jointly notify the public sector user within 5 days of receipt of the initiative to grant a moratorium that the conditions referred to in Section 29/B (2) of the Implementing Decree have been met:

(a) complies and that it will grant the moratorium for the period covered by the public sector user's initiative; or

(b) does not comply, and shall provide information on the reasons therefor.

A refusal under point b) shall not prevent the moratorium from being re-initiated.

The electricity trader and the authorised distributor shall inform the public sector user of the payment obligations arising from the public sector user's consumption during the moratorium period within 10 days of the end of the moratorium period.

The public sector user shall pay its payment obligation in equal instalments by the last day of each month, but no later than 31 December following the end of the moratorium period. The electricity trader and the authorised distributor may agree otherwise with the public sector user, but may not make the granting of the moratorium conditional upon the conclusion of such an



agreement.

6.5.7. Notice

In the event of an overdue payment, MVM Next Energiakereskedelmi Zrt. shall send the written notice in such a way that the user has time to prevent disconnection (suspension) by fulfilling its payment obligation or to prevent or mitigate any damage that may be caused to it by disconnection.

MVM Next Energiakereskedelmi Zrt. may, in the cases specified in Chapter 7, make the additional service subject to the installation of a prepayment metering device instead of disconnection. The prepayment metering device will be installed by the regionally competent authorised distribution network operator on the order of MVM Next Energiakereskedelmi Zrt. The installation of the prepayment metering device shall be paid in advance by the user to MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. shall notify the user of the initiation of the suspension of access to the network in its payment notice. The regionally competent authorised distributor shall also be obliged to notify the user before suspending availability. They are also entitled to send this notification jointly.

The duration of the interruption of services under the electricity purchase contract shall not exceed 30 days. If the household customer fails to settle their account within this period, the electricity trader shall terminate the contract with immediate effect on the 30th day. The notice of termination shall draw the household customer's attention to the immediate termination and its deadline.

6.5.8. Detailed rules on reconnection

The user shall provide the electricity trader with proof of settlement of the debt, if the consumer claims the electricity service. MVM Next Energiakereskedelmi Zrt. shall be able to receive requests from non-household consumers in a documentable manner during the opening hours and at the address specified in Section 4.1 of these General Terms of Business (kintlevoseg@mvm.hu).

If the disconnected user settles all overdue debts and pays all other charges provided for in the legislation on services against payment (principal debt, interest on arrears, collection costs [see Annex M.6], disconnection and reconnection fees depending on the agreement between the authorised distribution network operator and MVM Next Energiakereskedelmi Zrt., flat rate collection costs for non-residential customers, etc.) and other charges provided for in the legislation on services which may be provided against payment, the electricity trader shall, within 24 hours of becoming aware of the situation, take the initiative to reconnect the users to



the distribution system.

If the electricity trader does not comply with its obligation to initiate the reconnection of a disconnected user, who has paid all overdue debts and other charges as defined in the Decree on services which may be provided by the electricity distribution authorised network operator and the universal service provider against payment of a special charge, within 24 hours of becoming aware of the payment and the order from the user, the electricity trader shall pay a penalty to the user.

The amount of the penalty shall be the special charge for reconnection of the consumer after the consumer has been lawfully disconnected from the electricity supply, as defined in the decree on the services that may be provided by the electricity distribution authorised network operator against payment of a special charge:

(a) 50%, where, for reasons within the control of the authorised trader, the reconnection takes place less than 48 hours, but not later than 72 hours, after the consumer has settled their debt;

(b) 100% if, for reasons in the interest of the authorised trader, the reconnection takes place less than 72 hours after the consumer's debt has been settled.

6.5.9. Date of payment notification:

Proof that the User's debt has been paid in full in accordance with the above

- presentation of the proof at the customer service office of MVM Next Energiakereskedelmi Zrt. as specified in Annex M.8 during business hours, or

- receipt of the proof at the time and at the address and e-mail address (kintlevoseg@mvm.hu)specified in Section 4.1 of these General Terms of Business, or - presentation of the proof for residential customers at the customer service office specified in Section 4.2 or crediting of the full amount to the user's current account kept by MVM Next Energiakereskedelmi Zrt.

The User's contractual current account with MVM Next Energiakereskedelmi Zrt. shall show a debt at the time of initiating disconnection. Unless otherwise agreed, the debt shall be considered settled when the amount paid has been credited to the contractual current account. (MVM Next Energiakereskedelmi Zrt. will only be informed of the payment details on working days.)

If the electricity purchase contract has been terminated by MVM Next Energiakereskedelmi Zrt., the conditions of connection to the network and service may be examined and the applicant may be informed of them on the basis of the User's application.

The detailed technical conditions for reconnection of disconnected (suspended) service



locations shall be set out in the standard terms of business of the regionally competent authorised distribution network operator.

**6.6. Calculation and enforcement of penalty claims for breach of network use agreement** In case of a breach of contract as described in Section 6.2. b), MVM Next Energiakereskedelmi Zrt. shall, on the basis of the authorised distributor's notification, initiate a consultation with the user to determine the liability and the amount of the penalty.

The penalty shall be charged to the User on the basis of the report recorded on the spot, the calculation of the distributor and the provisions of these General Terms of Business.

Depending on the manner in which the breach of contract took place, MVM Next Energiakereskedelmi Zrt. and the authorised distribution network operator may also claim the penalty determined in accordance with the General Terms of Business for the same act, but under a different contractual relationship.

MVM Next Energiakereskedelmi Zrt. may grant the user an instalment or deferred payment discount.

The time limit for meeting the penalty claim shall be 8 days from the date of receipt.

If the penalty claim is not settled within 15 days or if the consumer does not comply with the conditions of the payment discount and does not fulfil their payment obligation despite a written demand, MVM Next Energiakereskedelmi Zrt. may enforce its claim before a court.



## **7 RULES APPLICABLE TO VULNERABLE CUSTOMERS**

## 7.1 General rules

Vulnerable customers are socially deprived or disabled consumers as defined under the VET and the VET-Vhr. MVM Next Energiakereskedelmi Zrt. provides vulnerable customers the special services and procedures described in the present chapter.

A consumer who is both socially deprived and disabled is entitled to the benefits provided for both groups.

The detailed description of the relevant obligations of the distribution license holder is contained in the general terms of business of the territorially competent distribution license holder.

The stipulation of consideration for benefits and special treatment provided by the license holder shall be void.

The vulnerable customer shall notify the license holder concerned in writing of any change or the termination of the circumstance giving entitlement to protection within 15 days.

The distributor shall clearly notify a customer listed in the distributor's register of vulnerable customers as disabled customer on 15 February of the reference year and obliged to re-certify entitlement of this obligation in writing by 1 March of the reference year, and at the same time send him / her the data sheet according to Annex 23/b of the VET-Vhr. The distributor shall delete from the register of vulnerable customers the customer obliged to re-certify entitlement who does not fulfil this obligation by 31 March of the reference year.

The disabled consumer shall be required to re-certify entitlement for the first time in the calendar year following the first registration.

If the vulnerable customer or a person entitled to protection living in the consumer's household moves to another service location, the change shall be notified in accordance with the rules on the change of identity of a consumer, and a new claim may be submitted on the basis of the contract concluded at the new service location.

If the new service location is in the area of operation of the same distributor as that of the previous service location, the vulnerable customer does not have to be deleted from the register on the basis of the change notification, but the license holder concerned will enter the changes in the register.

## 7.2 Socially deprived customers

7.2.1 Rules concerning entitlement

A socially deprived consumer is a natural person who, or in whose household a person,

(a) receives old-age allowance according to Section 32/B of Act III of 1993 on Social



Governance and Social Benefits (hereinafter: Szoctv.),

(b) is entitled to benefit for persons of active age according to Section 33 of the Szoctv.,

(c) receives municipal support for regular housing-related expenses according to Section 45 (1) (a) of the Szoctv.,

(d) receives nursing fee according to Sections 40-44 of the Szoctv.,

(e) receives regular child protection benefit according to Section 19 of the Act XXXI of 1997 on the Protection of Children and the Administration of Guardianship (hereinafter: Gyvt.),

(f) had received housing support according to Section 25 of the Gyvt. for 3 years from the establishment of the support, or

(g) is a foster parent or professional foster parent according to Section 54 of the Gyvt., raising the child put under his care in his household,

(h) is in a rental relationship with the National Asset Manager pursuant to the Act on the Provision of Housing for Natural Persons Unable to Fulfil Their Obligations Arising from a Loan Agreement,

(i) receives child home care fee according to Sections 38-39/C of the Szoctv.

A socially deprived consumer can only exercise his or her vulnerability-related rights at one service location. If the socially deprived consumer applies for inclusion in the register in respect of a person living in his or her household, this person shall not be entitled to apply for registration in respect of another service location either.

The socially deprived consumer may prove his compliance with the relevant conditions to the distributor by presenting

(a) a completed and signed form not older than 30 days in accordance with Annex 23/a of the VET-Vhr. included in the general terms of business of the distributor, or

(b) the original copy of the certificate or decision, not older than 30 days, issued by the body establishing the allowance, fact of entitlement to socially deprived consumer status, to prove the validity of the entitlement.

The distributor shall register the socially deprived consumer within 8 days from certification of the need, and notify of the registration the electricity retailer, universal service provider, in a legal relationship with the consumer at the same time as the customer.

7.2.2 Payment by instalments, payment extension

The socially deprived consumer may request payment by instalments or payment extension within 5 days from the receipt of the second dunning letter. The dunning letter shall call the attention of the socially deprived customer to this circumstance. The electricity retailer shall



give a final answer to the consumer's request for payment assistance within 15 days. Payment by instalments or payment extension shall be granted exclusively to a socially deprived consumer who undertakes to pay the consideration for electricity consumed, the debt instalments and the deferred debt amount during the period of the payment plan or payment extension. The consumer is entitled to payment by instalments or to payment extension once in every 12 calendar months.

If the socially deprived consumer violates the terms and conditions of the instalment or deferred payment agreement, the electricity retailer is entitled to terminate the instalment or deferred payment agreement with immediate effect. During the period of the instalment or deferred payment, the consumer shall not be obliged to pay interest in respect of the charge payment obligation affected by the payment assistance.

The period of payment by instalments may not be less than the following, based on consumption invoiced in the 12 months preceding the request:

- (a) debt not exceeding the value of average consumption over one month: two months,
- (b) debt not exceeding the value of average consumption over 3 months: five months,
- (c) debt exceeding the value of average consumption over 3 months: six months.

The payment extension period shall not exceed 30 days.

With regard to payment by instalments or payment extension, these provisions may be derogated from only for the benefit of the consumer.

In addition to providing for payment by instalments or payment assistance, the electricity retailer must, in consultation with the distributor, emphatically offer the possibility of installing a prepayment metering device. If the consumer has been granted payment by instalments or payment extension, but he / she fails to fulfil the conditions thereof, the relevant agreement shall be terminated and the electricity retailer may make further consumption conditional on the installation of a prepayment metering device, and call the attention of the socially deprived consumer to that in the notice granting payment by instalments or payment extension.

If the electricity retailer rejects the socially deprived consumer's request for payment by instalments or payment extension, or the socially deprived consumer fails to fulfil the conditions of payment by instalments or payment extension, on the initiative of the electricity retailer the distributor, or on its behalf MVM Next Energiakereskedelmi Zrt., shall notify the socially deprived consumer of the installation of the prepayment metering device.

7.2.3 Use of the prepayment metering device

A prepayment metering device shall be provided to all socially deprived consumers who request it.



The electricity retailer, in cooperation with the distributor, shall ensure the operation (top-up) of the prepayment metering device at its customer services and electronically, in general in a way that allows the consumer to perform the topping up by typing the charging code into the prepayment metering device. The code request required for top-up can also be made by a third party for the benefit of the user.

Simultaneously with the installation of the prepayment metering device, the distributor shall inform the socially deprived consumer in writing about the use of the prepaid meter and the relevant contract terms.

Simultaneously with the installation of the prepayment metering device, the electricity retailer and the socially deprived consumer shall agree on the settlement of debt accumulated and outstanding until the installation of the meter. The period of payment by instalments may not be less than the following, based on consumption invoiced in the 12 months preceding the request:

(a) debt not exceeding the value of consumption over 1 month in the corresponding period of the previous year: 4 months,

(b) debt exceeding the value of consumption over 1 month in the corresponding period of the previous year, but not exceeding the value of consumption over 3 months in the corresponding period of the previous year: 10 months, or

(c) debt exceeding the value of consumption over 3 months in the corresponding period of the previous year: 12 months.

During the period of payment by instalments or payment extension, the consumer shall not be obliged to pay interest in respect of the charge payment obligation affected by the payment assistance.

If a household customer initiates his inclusion in the register of socially deprived consumers during or after a period of disconnection due to charge arrears, he / she may simultaneously request the installation of a prepayment metering device with the above instalment payment conditions in case he / she gets registered.

The parties shall set out in the above-mentioned agreement that, if the socially deprived consumer is late in performing, upon topping up the prepayment metering device, MVM Next Energiakereskedelmi Zrt. can use

(a) 25% of the amount paid by the socially deprived consumer in case of arrears of less than HUF 75 000, or

(b) 50% of the amount paid by the socially deprived consumer in case of arrears of HUF 75 000 or more

to reduce the outstanding debt, provided that it had fulfilled its obligation to provide information on the installation of the prepayment metering device in accordance with the VET and the VET-Vhr. If the vulnerable customer status of a socially deprived consumer ceases, the rules for household consumers not registered as social consumers shall apply with regard to the arrears.

In all cases, the principle of least cost must be taken into account when installing a prepayment metering device.

## 7.3 Disabled consumers

7.3.1 Rules concerning entitlement

The consumer shall certify entitlement to being included in the register of disabled consumers due to his own disability or that of a person - receiving one of the allowances under Section 3 (19) of the VET - living in his household

(a) by submitting a completed and signed form, not older than 30 days, according to Part (A) of Annex 23/b of the VET-Vhr, and

(b) if

(ba) he / she receives personal allowance for the blind, by presenting the original copy of a decision or certificate certifying entitlement, not older than 30 days, issued by the body determining or paying the benefit, or by submitting a completed and signed form, not older than 30 days, according to Part (B) of Annex 23/b of the VET-Vhr;

(bb) he / she receives disability benefit, by presenting the original copy of a decision or certificate certifying entitlement, not older than 30 days, issued by the body determining or paying the benefit, or by submitting a completed and signed form, not older than 30 days, according to Parts (B)-(C) of Annex 23/b of the VET-Vhr; or

(bc) if the disconnection or interruption of the supply of electricity directly endangers the life or health of the household consumer or a person living in the same household, by submitting a completed and signed form, not older than 30 days, according to Part (C) of Annex 23/b.

The nature of the disability - that renders the disabled consumer unfit to read the meter, communicate the meter reading, read the invoice or settle the invoice at another place than the place of use, other than in cash -, or compliance with its Point (bc) shall be certified by the attending physician, failing which the GP, by completing the form set out in Part (C) of Annex 23/b, in order to let the license holder identify the nature and content of the special treatment according to the law and the general terms of business of the distribution and trading license holder. If the person concerned is subject to the special reporting competence of the National



Office for Rehabilitation and Social Affairs, the attending physician and the general practitioner shall complete the form set out under Part (C) of Annex 23/b on the basis of the special opinion of that body.

There is no need to grant special treatment to a disabled consumer receiving personal allowance for the blind or disability benefit special treatment appropriate to his personal conditions if there is an adult person in the household who is not a disabled consumer.

A disabled consumer can only exercise his or her vulnerability-related rights at one service location.

A non-disabled consumer may also apply for inclusion in the register of disabled persons with regard to a disabled person covered in Point (bc), living in the same household as the consumer, but only one service location of one consumer may be included in the register as being eligible for protection on account of the same disabled person.

If the vulnerable customer with disability within the scope of Point (bc) has accumulated 60day debt, MVM Next Energiakereskedelmi Zrt. is entitled to initiate a reduction in the connection current of the service location at the distribution license holder. For a disabled consumer within the scope of Point (a), current is reduced to 6 Amper (A), and for a disabled consumer within the scope of Points(b) and (c), the reduction is made to the minimum value that permanently enables the power supply of the machinery and equipment necessary for the treatment and maintenance of the life functions of the disabled person, but at least to 6 A. MVM Next Energiakereskedelmi Zrt. notifies the disabled vulnerable consumer of the reduction and its planned date by registered letter with return receipt. In case of the payment arrears of disabled consumers within the scope of Points (ba) and (bb), the rules applicable to household consumers and, in case of entitlement, to socially deprived consumers, shall apply.

7.3.2 Services available to disabled consumers

The special treatment of a disabled consumer falling within the scope of Point (a) may include:

(a) monthly (intermediate) meter reading at the service location (may be provided by the distributor);

(b) cash settlement at the service location (may be provided by MVM Next Energiakereskedelmi Zrt.);

(c) a specially designed measuring point complying, however, with the technical and safety regulations (may be provided by the distributor);

(d) individual assistance to interpret the invoice (on-site invoice explanation, accessible invoice, etc.) (may be provided by MVM Next Energiakereskedelmi Zrt.).

A disabled consumer within the scope of Points (ba) and (bb) of the entitlements shall declare



which of the listed services he / she claims when submitting the application for registration. The claimed service must be provided to the consumer no later than the 30th day after registration.

The license holder concerned is not obliged to fulfil a demand by a person included in the register of disabled consumers that is not substantiated by the submitted documents.

The certificate issued in accordance with Part (C) of Annex 23/b in VET-Vhr shall contain the contact details of the person to be notified in the event of power outage, interruption or suspension in respect of a disabled person falling within the scope of Section 33 (1) (b) (bc). In the event of (planned) service interruption, the rules of notification of household consumers of a planned interruption shall apply to the time of notification.

At the request of the disabled consumer falling within the scope of entitlements under Point (b) (bc), a consumer in the register of disabled consumers on account of a disabled person within the same scope, or the person to be notified, the distributor is obliged to provide an emergency power supply with the power required for the energy supply of the machine and equipment necessary for the medical treatment and maintenance of the vital functions of the disabled consumer at least from the day before the start of the scheduled outage time.

In order to prevent the consequences of an unexpected malfunction, the distributor shall install an uninterruptible power supply of the capacity required for the medical treatment and maintenance of the vital functions of the disabled consumer meeting the conditions agreed with the disabled consumer falling within the scope of entitlements under Point (b) (bc), the consumer included in the register of disabled consumers on account of a disabled person falling within this scope, the person to be notified or, if necessary, the healthcare provider, at the service location specified in the application in time, no later than the 30th day after registration. The consumer included in the register of disabled consumers may modify his statement concerning the use of services at a maximum of two times per year. If the consumer modifies his previous statement, the service being claimed shall be provided to the consumer no later than 30 days after receipt of the modification request. The modification shall be recorded in the register. A person who does not declare what special treatment he or she wishes to receive despite being invited to do so cannot be registered.

The detailed conditions of the distributor services provided to disabled consumers are contained in the general terms of business of the territorially competent distribution license holder.

#### **8 PERFORMANCE OF THE POWER PURCHASE AGREEMENT**

# 8.1 Cooperation with the license holders of the electricity system and the participants of the electricity market

8.1.1 General conditions of cooperation

The rules of cooperation between the license holders of the electricity system are set out under the Operational Code, Distributor Code and Commercial Code, and the contracts between the license holders.

8.1.2 Cooperation between MVM Next Energiakereskedelmi Zrt. and the distribution license holder

MVM Next Energiakereskedelmi Zrt. cooperates to satisfy the electricity demand of the users on the basis of a contract concluded with the distribution license holders.

8.1.3 Purchase of electricity generated by a small household power plant

The technical conditions of the network connection of a household power plant are contained in the territorially competent distribution license holder's general terms of business. MVM Next Energiakereskedelmi Zrt. accounts for power being fed in in accordance with the provisions of the applicable legislation and these General Terms of Business. The power purchase agreement does not entitle the User to feed in electricity at the connection point and to bill it. The User operating a household power plant must agree with the Retailer on the offtake of the feed and its settlement in accordance with the terms and conditions of these General Terms of Business.

8.1.4 Specific rules applicable to household power plants:

If the User installs a household power plant at a connection point subject to a contract he has with the Retailer, he is obliged to inform the Retailer within 15 days of connecting to the grid and, if required, to request the Retailer to receive the electricity being generated. Following information provision and the request for offtake, the Retailer is entitled to review the terms and conditions of the power purchase agreement in view of the changed circumstances, and to submit a proposal to amend the agreement - other than the current agreement -, or terminate the agreement without any other legal consequences by the last day of the month.

Following the network connection of the household power plant, MVM Next Energiakereskedelmi Zrt. is entitled to change the amount of energy determining the basis of the monthly sub-invoice on the basis of the available contractual and metering data.

Electricity generated is settled between MVM Next Energiakereskedelmi Zrt. and the contracting party on the basis of the household power plant contract supplement and in accordance with the relevant legal regulations.



• At connection points with profile metering settlement method, annual settlement takes place according to the applicable legislation.

• At connection points with time series settlement method, only the monthly settlement period is possible.

Electricity generated at household power plants can only be settled at the connection point where it is fed in; it is not possible to settle the energy taken off and fed in at different connection points.

Settlement of feed surplus:

• If there is a surplus of electricity supplied to the distribution network on the basis of the balance of the amount of electricity received and supplied during the accounting period, the excess amount of electricity supplied is settled at the average product price of electricity sold under the power purchase agreement. In some cases, the average product price shall be taken into account at the unit price set out in Annex M1.

• If the amount of electricity fed in exceeds the amount of electricity taken off by the user, the user will issue an invoice to the Retailer for the difference (surplus) in accordance with the applicable legislation. After reviewing the issued invoice, the Retailer will make the payment on the 30th day from the date of receipt of the invoice. It is not necessary to enter into a commercial or sales contract other than the power purchase agreement for the feed-in; however, the User must request the settlement of the feed.

Retailer's base fee:

The Retailer is entitled to a base fee to cover the costs of the additional settlement tasks due to feed-in from a household power plant. The Retailer shall inform the User in advance in writing or in Annex M.1 about the rate of the fee and the conditions of its application.

## 8.2 Performance of the agreement

MVM Next Energiakereskedelmi Zrt. shall ensure the continuous satisfaction of the user's electricity demand in accordance with the power purchase agreement in cooperation with the network license holder.

The obligation to cooperate does not mean the transfer of the distribution license holder's responsibility under the network connection and network use contracts to the electricity retailer. Within the framework of cooperation, MVM Next Energiakereskedelmi Zrt. may request information on the network quality parameters of the users contracted with it and on the plans for the development of the networks.

On the basis of the relevant agreement with the territorially competent distribution license



holder, MVM Next Energiakereskedelmi Zrt. is entitled to make joint notifications and announcements concerning the User in one and the same letter.

MVM Next Energiakereskedelmi Zrt. and the territorially competent distributor shall conclude a contract on the detailed terms of the cooperation.

If MVM Next Energiakereskedelmi Zrt. and the User have agreed on the settlement of the purchased electricity without the installation of an electricity consumption meter with the permission of the distributor, the User may only take off electricity with the help of the consumer equipment specified in the contract, up to its performance limit and the agreed period of use.

## 8.3 Resale of electricity

Users may resell electricity to final customers through private lines, if they are authorized to install a private line, or if the private line is located within a building. Any user who installs a private line inside a building for the purposes described in Section 39 (1) (b) and (c) of the VET shall be subject to the provisions of Sections 66 (2)-(7) and 66/A of the VET regarding the resale of electricity applicable to authorised operators of private lines.

The User may resell electricity purchased by it to a third party through his own private line or one that is his own or is operated by it, within the service location. The user may not resell electricity purchased by it to another final customer outside the service location.

The user shall notify the electricity retailer supplying it of the resale in writing, no later than 15 days before the start of the resale. In case of failure to provide information, the electricity retailer is not obliged to comply with Section 66/A of the VET when switching off the user.

Further detailed rules on resale applicable to the user are set out in Sections 66, 66/A of the VET and Sections 38-39 of the Vhr,

Responsibility for electricity received at the connection point shall lie with the User on the basis of his contracts even if electricity is being resold.

The technical conditions of the resale shall be specified by the territorially competent distribution license holder in a prospectus upon the relevant notice of the User.

#### 9 METERING, SETTLEMENT

#### 9.1 Metering device for settlement

The amount of electricity purchased by the User shall be measured by a consumption meter calibrated by the authority defined by special legal regulation and possessed by the territorially competent distribution license holder.

The amount of electricity purchased by the User is determined by the distribution license holder having a valid operating license for the service location, unless the User, the distributor and MVM Next Energiakereskedelmi Zrt. agreed on unmeasured settlement.

It is the right and duty of the distribution license holder to inspect, recalibrate and, if necessary, repair and maintain the consumption meter, except for the built-in components of the switchgear owned by the consumer. The metering regulations are specified in the distribution regulations.

The user shall immediately report any damage to the consumption meter or any fault detected by it to the customer service or fault reporting line of the competent distributor.

## 9.2 Power supply price and tariff system

Elements of the price and tariff system of electricity supply:

- financial conditions to be met for connection to the grid,
- system usage charge arising from the network access contract,
- system usage charge arising from the network use contract,
- the price to be paid for electricity delivered under the power purchase agreement,

- charges for certain services provided by the electricity retailer on the basis of user demand,

- tax and tax-like elements and funding related to the above charges.

The user pays the price of electricity and the charges payable for the use of the electricity system in accordance with the terms of the power purchase and network access agreement.

The rules of application of charges payable for access to the electricity system are laid down in Decree 10/2016 (XI: 14.) MEKH on the Charges for the Use of the Electricity System and the Rules for Their Application.

The sale price of electricity sold by MVM Next Energiakereskedelmi Zrt. to the user is included in the agreement of the parties or in the General Terms of Business of MVM Next Energiakereskedelmi Zrt.

MVM Next Energiakereskedelmi Zrt. is entitled to enforce against the user the proportional part of the energy efficiency contribution payment obligation to be met by MVM Next Energiakereskedelmi Zrt. as obligor of the energy efficiency obligation system (EKR)


according to Act LVII of 2015 on Energy Efficiency (hereinafter: Enhat. tv.), calculated by MVM Next Energiakereskedelmi Zrt., taking into account the energy saving obligation to be fulfilled according to the Enhat. tv. The basis for calculating the Energy Efficiency Charge billed monthly as a stand-alone item, in an invoice including also the electricity charge, is the product of the savings percentage assigned to the given calendar year within the contract period according to Section 15 (1) of the Enhat. tv., the energy efficiency contribution determined in HUF/kWh according to Section 15/E (1) of the Enhat. tv., and the energy amount billed on the basis of the power purchase agreement. If the contract period covers several calendar years, the savings percentage is adjusted to the percentage rate specified for the respective calendar years [e.g. in the calendar year of 2021, the savings rate is 0.3%]. The rate of the Energy Efficiency Charge in the given calendar year [HUF / kWh] can be found on the website of MVM Next Energiakereskedelmi Zrt. The payment deadline for the billed Energy Efficiency Charge is the same as that of the electricity charge.

If MVM Next Energiakereskedelmi Zrt. manages the user's network usage contract as agent, the charges payable for using the electricity system shall be indicated separately in the invoice based on the relevant agreement of the parties.

If the contract price fixed in the General Terms of Business of MVM Next Energiakereskedelmi Zrt. - as a contract condition that can be amended unilaterally - is changed, MVM Next Energiakereskedelmi Zrt. shall inform the users of this in accordance with Points 1.3.5.

In the event of any change in the unit prices in the invoice issued to household consumers by MVM Next Energiakereskedelmi Zrt., the latter shall clearly inform the household consumers at the latest when the invoice containing the new prices is issued. The notice shall also contain information concerning the users' right of cancellation.

#### 9.3 Readings, billing order and method

Except for electricity consumption without a consumption metering device, the amount of electricity taken off by the user during the billing period shall be determined by the territorially competent distribution license holder on the basis of data obtained from the reading of the consumption meter, to be corrected by the loss due to unmeasured equipment between the connection point and the measuring point. The detailed provisions applicable to measurement are contained in the general terms of business of the territorially competent distribution license holder.

MVM Next Energiakereskedelmi Zrt. sets the price of electricity sold, the related charges, taxes and cash for the settlement period. The billing period is the period between two meter readings, as defined in the contract, on which the billing is based [VET, Section 3 (11a)].

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Determining the reading order required for settlement at a given service location is the responsibility of the competent distributor. The date of the planned reading of the measuring device is included in the invoice.

Electricity offtake without consumption metering device is only permitted in cases justified by special technical or economic considerations (e.g. temporary consumption) and with the consent of the territorially competent distribution license holder. In this case, the amount of electricity being supplied shall be determined on the basis of the nominal capacity of the user equipment to be operated and the consumption period specified in the contract.

If, after the entry into force of an electricity price change, the meter position on which the invoicing is based cannot be determined, billing will be based on the *pro rata temporis* division of the difference between the reading data before and after the price change, using the last day of the month of the price change as division day for the purpose of pricing.

MVM Next Energiakereskedelmi Zrt. shall provide for sending the invoice to the billing address or electronic address of the User or the payer so that the payment deadline indicated in the invoice shall not be shorter than 8 days from the issuance of the invoice. The rules of delivery are specified under Point 5.11.

If the user has not received his monthly invoice within 10 days after the usual monthly invoice arrival date, it is to indicate that to the customer service of MVM Next Energiakereskedelmi Zrt. The replacement of an unreceived invoice is free of charge. If the user fails to do that, the sanction according to Point 6.2 shall apply. For users with a profiled service location, the consumption meter shall be read once a year (every 12 months) during the annual billing period, except in the case of extraordinary readings or possibly in connection with a change of retailer, and unless otherwise provided in the network usage agreement between the user and the network license holder.

The billing period ends with the reading of the meter by the territorially competent distribution license holder or its agent, with the proviso that, in case of multiple unsuccessful readings according to the applicable legislation, the distributor is entitled to provide an estimated meter reading to the Retailer that may also constitute the basis of the annual settlement invoice. The User may, if the competent distribution license holder so provides, regularly communicate the meter reading to the territorially competent network distributor during the period open for billing in the manner specified in the latter's general terms of business. MVM Next Energiakereskedelmi Zrt. is obliged to invoice based on the data received from the distributor. If, for any reason, the meter reading data available to the User and the competent distributor differ, unless otherwise agreed, the data provided by the distributor shall prevail, consequently



the retailer will issue the invoice to the users on the basis of those data. In this case, the user can initiate the revision of the measurement data at the competent distributor.

MVM Next Energiakereskedelmi Zrt. is not responsible for the failure to prepare the invoice if the distributor does not send the data on which billing is based as specified under the law.

The following monthly invoices can be issued to users:

- interim invoice: an invoice issued at regular intervals during the billing period, based on the actual consumption of the previous billing period projected to the period specified in the bill based on the user's profile or, in the case of a household consumer, the estimated amount of consumption transmitted to the Retailer by the user device (control meter) installed at the household consumer;

- settlement invoice: an invoice drawn up on the basis of actual consumption between the initial and final meter readings of the billing period, in which the previously issued interim invoices are credited;

- final invoice: an invoice issued to the user after the termination of the power purchase agreement, based on the product of consumption according to the meter reading during the given period and the tariffs assigned to the time zones

In the event of an extraordinary reading or the termination or cancellation of the agreement or the change of User or service location, MVM Next Energiakereskedelmi Zrt shall issue a settlement invoice on the basis of the hand-over/take-over reading or the meter reading at the time when the meter is removed, or taking into account the settled and unsettled interim or monthly electricity bills.

If the billing period exceeds one month - unless otherwise agreed by the parties - MVM Next Energiakereskedelmi Zrt. is entitled to issue one interim invoice less than the number of months in the billing period, with the proviso that the individual interim invoices - interim invoices issued on the basis of standard annual consumption, according to an agreement with the user or on the basis of the meter reading communicated by the user - may be aggregated up to the value threshold of HUF 5,000. The user or payer is obliged to make the interim payment corresponding to the amount of the interim invoice. If aggregated invoices are used, MVM Next Energiakereskedelmi Zrt. shall clearly indicate the period longer than one month in the invoice. MVM Next Energiakereskedelmi Zrt. is entitled to apply a lower value threshold than the above for a specified group of users.

If, at the time of issuing the invoice, the user's contractual current account contains up to HUF 5,000 arrears due to non-payment, MVM Next Energiakereskedelmi Zrt. is entitled to indicate the arrears in the invoice being issued. The amount of the arrears increases the amount payable.



If the user's method of payment is postal invoice payment order (white check), MVM Next Energiakereskedelmi Zrt. is entitled to mark the postal invoice payment order by the invoice "cancelled" up to the amount of HUF 169 and, by using it, the user does not have to make a payment. Unless otherwise provided in the General Terms of Business, the amount of an invoice issued with a cancelled postal invoice payment order - as an item increasing the amount to be paid - will be shown in the invoice if the total amount to be paid reaches HUF 200. Contrary to the above rules, in the case of a final invoice, the postal invoice payment order will not be cancelled.

MVM Next Energiakereskedelmi Zrt. is entitled to send the invoices issued on the basis of a natural gas trading and power purchase legal relationship and the related invoice payment orders (white checks) to the user (payer) in one consignment.

Electronic invoice:

Upon the user's request, MVM Next Energiakereskedelmi Zrt. issues the interim invoice and also the settlement invoice electronically. MVM Next Energiakereskedelmi Zrt. offers the electronic invoicing option free of charge.

In the case of electronic invoicing, the content of the invoice and information about the consumption data shall be identical with the content of the printed invoice and the information obligation prescribed for it, unless otherwise provided by law.

If the user has requested an electronic invoice, MVM Next Energiakereskedelmi Zrt. or its agent will send a notification about the invoice being ready to the e-mail address provided by the user on the day following the issuance of the invoice, based on which the user can view / download the original electronic invoice. The date of receipt of an electronic invoice shall be the date of dispatch of the notification e-mail sent by MVM Next Energiakereskedelmi Zrt. or its agent. MVM Next Energiakereskedelmi Zrt. is not responsible for the correctness of the e-mail address provided by the user, or for failure to receive an e-mail due to an error in the system managing the e-mail address provided by the user, and for the consequences of not reading the e-mail containing the notification. For an electronic invoice, only the method of payment between financial institution accounts can be selected, such as bank transfer or direct debit. If the user applying the payment method of postal invoice payment order does not enter a new payment method when switching to electronic invoicing, the payment method of bank transfer will be set in its contractual current account. In this case, the user must be informed of the change-over to the new payment method when switching to electronic invoicing.

# 9.4 Settlement of the counter value of power offtake

MVM Next Energiakereskedelmi Zrt. maintains a so-called contractual current account of the



arrears and relevant payments of Users arising under the power purchase agreement.

If MVM Next Energiakereskedelmi Zrt. and the User have not agreed on a payment deadline in the power purchase agreement, the user or the payer undertaking to pay the invoice shall pay the price indicated in the invoice by the due date indicated there.

Methods of invoice settlement:

- Payment from a payment account through a payment service provider (e.g. direct debit, immediate collection, recovery order with a deadline, or wire transfer payment methods);

- Cash deposit to a payment account (by postal order using a cash transfer order or directly to the account number specified in the contract or invoice at the account-holder financial institution of MVM Next Energiakereskedelmi Zrt.);

- By credit card (e.g. at a POS terminal in a customer service office, on the official website of MVM Next Energiakereskedelmi Zrt.).

# 9.2 Invoice objection

The user may submit a complaint or objection in connection with the settlement or billing of MVM Next Energiakereskedelmi Zrt. in writing, documented with appropriate evidence, within 5 working days of receiving the invoice. In the event of an invoice objection, the undisputed amount shall be settled financially by the date specified in the contract between the parties or in these General Terms of Business. After 5 working days, objections can only be submitted if the invoice has been paid.

The objection shall include the number, date and due date of the disputed invoice, its total amount, the disputed amount and the basis of the dispute.

The Parties undertake to attempt to settle their disputes regarding any invoice objections amicably, and to initiate a conciliation meeting within 15 working days after the Retailer received the disputed invoice.

If MVM Next Energiakereskedelmi Zrt. agrees with the content of the objection, it shall issue a corrective invoice and send it to the User without delay. The User shall transfer the amount specified in the corrective invoice no later than the deadline for performance specified in the original invoice or, if this deadline has already passed, within 8 working days of receipt of the corrective invoice. No default interest for late payment shall be charged on the amount of the invoice to which the User has rightfully objected.

If, as a result of the conciliation meeting, the User accepts part of the amount included in the disputed invoice, MVM Next Energiakereskedelmi Zrt. may charge default interest in respect of that from the original settlement date. Unless otherwise agreed, the rate of default interest is



governed by the provisions of the Ptk.

If the User acknowledges his payment obligation in the course of an invoice objection (unsuccessful invoice objection), the amount indicated as the subject of the invoice objection shall be paid within 5 working days of the date of the completion of the dispute or an agreement, together with default interest for the period between the original due date of the invoice and the date of actual payment. Unless otherwise agreed, the rate of default interest is governed by the provisions of the Ptk.

## 9.6 LATE PAYMENT

Pursuant to Section 12 (1) of Decree 35/2017. (XII. 14) of the MNB, payment is considered performed on the day when its amount is credited to the payment account of MVM Next Energiakereskedelmi Zrt., unless otherwise provided by law or by this Decree, or by the parties. It is considered late payment by the User / Payer if the charge indicated in the invoice is not paid by the payment deadline indicated in the invoice, unless otherwise agreed by the parties. In the case of scheduled payment, the above also applies to the instalments.

It is considered late payment by MVM Next Energiakereskedelmi Zrt. if the User is entitled to a refund as a result of a thorough objection to the invoice, and MVM Next Energiakereskedelmi Zrt. pays or refunds that after more than 15 days from the relevant User notification. The interest payment obligation exists also if MVM Next Energiakereskedelmi Zrt. excuses the delay.

If the User does not pay the amount of the invoice by the deadline indicated in the invoice, MVM Next Energiakereskedelmi Zrt., unless otherwise agreed by the parties, will charge interest on arrears according to the Ptk., and flat-rate recovery cost to non-household consumers based on the applicable law. In the event of an unfounded invoice objection, the User shall be liable for the payment of late payment interest up to the amount not paid by the payment deadline.

The initial date of the interest payment obligation is the day after the payment deadline. The interest payment obligation exists also if the User (payer) excuses the delay.

MVM Next Energiakereskedelmi Zrt. is also entitled to charge other justified costs arising from late payment by the User (e.g. the fee for correspondence resulting from the non-contractual behaviour of the User).

In the event of late performance, MVM Next Energiakereskedelmi Zrt. first accounts for the costs, the late payment interest and then the charge arrears from the user's payment.

If the User (Payer) fails to meet his payment obligations within the deadline, MVM Next Energiakereskedelmi Zrt. is entitled to send dunning letters to the User (Payer) in order to make

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his claim enforceable. The dunning letter has a suspensory effect on the limitation period.

#### 9.7 Recovery of payment arrears

In order to recover any payment arrears, MVM Next Energiakereskedelmi Zrt. may initiate contact with the Users and reaching an agreement to settle them.

If no agreement is reached, recovery will take place by legal means, and MVM Next Energiakereskedelmi Zrt. may use the option of disconnection and of termination of the contract in the event of a permanent default. If the user does not fulfil his other payment obligation despite the agreement, MVM Next Energiakereskedelmi Zrt. may exercise the option of disconnection and termination of the contract as well as the application of the legal consequences of breach of contract (e.g. flat-rate collection cost, flat-rate shutdown, etc.) MVM Next Energiakereskedelmi Zrt. may also use specialised companies and law firms to collect arrears, taking into account data protection regulations.

If MVM Next Energiakereskedelmi Zrt. assigns the User's overdue debt to it to a third party, it shall inform the User concerned thereof in writing. Information may also be provided by the assignee, on the basis of the relevant agreement concluded with MVM Next Energiakereskedelmi Zrt. The User is not obliged to perform to the assignee prior to being informed of the assignment.

The following criteria must be taken into account in agreements concerning payment settlement by overdue Users:

- amount of the arrears,
- amount of monthly consumption,
- the user's willingness to pay and his solvency,
- reliability,
- other client information available to MVM Next Energiakereskedelmi Zrt.,
- requesting various collaterals (such as registration of a mortgage, deposit, bank guarantee, etc.).

MVM Next Energiakereskedelmi Zrt. will specify the agreement on the settlement of arrears by taking these into consideration together.

The service provider is entitled to contact the User or the paying client according to the contract by telephone or at his electronic contact address in order to settle the arrears. For the inquiry, the data of the public telephone directories, as well as the telephone numbers provided at the time of concluding the contract, as well as the telephone numbers and electronic contact addresses obtained by the service provider during any contact between the service provider and the User shall be used at the times of contact.



#### **10 COMPLAINTS HANDLING**

#### 10.1 Handling complaints and user submissions

MVM Next Energiakereskedelmi Zrt. regulates the procedure to be followed in the case of complaints - in order to ensure that user complaints related to the supply of electricity are investigated in a uniform procedure and the reasons for the complaint are eliminated - as follows.

MVM Next Energiakereskedelmi Zrt. accepts submissions submitted in writing to the customer service office indicated in Point 4 against a certificate. The license holder concerned by the submission shall keep all submissions of the user retrievably until the end of the limitation period. Unless other legislation specifies a different limitation period, the retention period of the documents is 1 year. For the purposes of this section, a submission is a written request sent by the user to any of the addresses of MVM Next Energiakereskedelmi Zrt. specified in Points 4.1, 4.2 herein or via the place provided for this purpose on its website.

Processing of written submissions at the customer service office for household consumers and non-household users entitled to universal service, as well as for household consumers also electronically (e.g. submitted via a mobile application):

The user must submit the report, observation or complaint at the customer service office in two copies (one original and one copy) to MVM Next Energiakereskedelmi Zrt. or its agent. MVM Next Energiakereskedelmi Zrt. or its agent returns the submitted copy to the user with the date of receipt recorded and officially signed. The recorded the date of receipt and the official signature together constitute the certified receipt of the submission.

For documented inquiries that do not qualify as a complaint, the format of the answer of MVM Next Energiakereskedelmi Zrt. to the inquiry may differ from that of the user's inquiry, provided that it meets the criteria of verifiability and traceability (e.g. answering a letter inquiry by e-mail or on the phone).For If the documented inquiry of the user qualifies as a complaint according to the provisions of these General Terms of Business, the response to the complaint shall be made in writing, unless otherwise provided by law. In this case, the requirement of written form may be met by any means enabling the data subject to store the data addressed to him permanently for a period appropriate to the purpose of the data and to display the stored data in unaltered form and with unchanged content. Accordingly, complaints submitted e.g. electronically may be answered by e-mail.

Recording and handling of oral submissions at the customer service office or by telephone for household consumers and non-household users entitled to universal service:

The fact and content of the oral submission are recorded by MVM Next Energiakereskedelmi

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Zrt. or its agent in its Customer Information System; in case of personal notification, the User is provided a printed certificate from the Electronic Customer Information System on the recording of the submission; and in case of oral submission over the telephone, the conversation is recorded and the user is informed of this.

At the request of a household customer entitled to universal service, MVM Next Energiakereskedelmi Zrt. shall ensure the following free of charge within 30 days of learning about the customer's request:

- (a) listening to the audio recording at its customer service,
- (b) making one copy each of the audio recordings.

In the event of malfunction or absence of the electronic registration system, MVM Next Energiakereskedelmi Zrt. or its agent shall record the content and fact of the submission in writing, which it shall later record in its electronic system. It shall issue the user a written confirmation of the oral submission.

Recording and handling of oral submissions by telephone for users not entitled to universal service:

The fact and content of the oral submission are recorded by MVM Next Energiakereskedelmi Zrt. or its agent in its Customer Information System Telephone conversations on the telephone number specified in Point 4.1 will be recorded, of which MVM Next Energiakereskedelmi Zrt. will inform the user.

At the request of a household customer entitled to universal service, MVM Next Energiakereskedelmi Zrt. shall ensure the following free of charge within 30 days of learning about the customer's request:

- (a) listening to the audio recording at its customer service,
- (b) making one copy each of the audio recordings.

Within 8 days of the receipt of the submission, MVM Next Energiakereskedelmi Zrt. and the territorially competent distribution license holder are obliged to clarify between themselves which of them has the right or obligation to act in the given case. The user must be informed immediately in writing when this is accomplished.

If the submission relates to both the sale of electricity and the network service and, consequently, affects several license holders, the latter shall conduct the necessary consultations with each other within 15 days from the receipt of the submission in order to clarify their respective powers of action and take appropriate measures.

MVM Next Energiakereskedelmi Zrt. attempts to settle the matter by contacting the user directly. In doing so, it must provide a substantive response to the user within the time limit



specified in the General Terms of Business, taking into account the time limit set out in the previous paragraph.

MVM Next Energiakereskedelmi Zrt. ensures documentability even in the case of administration without a submission in a matter related to settlement, fee payment or metering. If the quality of the answer provided by MVM Next Energiakereskedelmi Zrt. Is not acceptable to the User or if no substantial answer is given, the application submitted by the User to the Government Office for household consumer Users and to the consumer protection authority for other Users (hereinafter: complaint) must contain the following:

(a) contact details of the applicant, service location concerned,

(b) brief description of the subject of the request, supported by available documents, including in particular the license holder's reply letter to the user's request, thus proof of receipt of the written request, the unique case number of administration on the phone or the document certifying dispatch for a complaint submitted by post, and the signature of the applicant,

(c) an indication of the measure requested.

# 10.2 Organizational units entitled to complaint investigation

The User may first address the complaint to the customer service of MVM Next Energiakereskedelmi Zrt. through the channels specified in Point 4 herein.

If the User does not agree with the response received or measure taken in response to the complaint, he / she may make a repeated report to a higher organizational unit or, as household consumer, as a general rule, request the investigation of the complaint by the government offices responsible for consumer protection or, as non-household consumer involved in a contractual legal debate, by the Hungarian Energy and Utilities Regulatory Authority or the Conciliation Board. MVM Next Energiakereskedelmi Zrt. will suspend its proceedings until the official decision in the complaint becomes final.

# 10.3 Administrative time limit

The time limit for the examination of submissions and notifications and for a reply in writing is usually 15 days, which may be extended to 30 days depending on the complexity of the case. The administration of MVM Next Energiakereskedelmi Zrt. (investigation, response) is not stopped by the investigation of the Office or the Authority, but the substantive measures are (during official investigations, there is no place, for example, for initiating the disconnection of the user, excluding the initiation of legal proceedings).

# 10.4 Objection to the consumption meter

The user may make an objection concerning the consumption meter as indicated in the business



rules of the territorially competent distribution license holder.

#### 10.5 Settlement in case of erroneous measurement

In the event of erroneous measurement, the territorially competent distribution license holder shall determine the amount of electricity on which settlement is based in accordance with its business regulations.

If, due to an erroneous measurement, MVM Next Energiakereskedelmi Zrt. is entitled to the balance on electricity utilisation by the network user, and the network license holder to the balance on network access, the authorised network license holder shall inform MVM Next Energiakereskedelmi Zrt. in writing of the result of the settlement within 8 days after completing it. MVM Next Energiakereskedelmi Zrt. issues a separate invoice to the network user for the difference in network access prices, unless the price difference in network access charges is otherwise agreed by the parties.



## **11 GOVERNING LEGISLATION, DISPUTE SETTLEMENT**

## 11.1 Governing legislation

In matters not regulated in these General Terms of Business and the Power Purchase Agreement, the applicable laws, in particular Act V of 2013 on the Civil Code 8Ptk.), Act LXXXVI of 2007 on Electricity (VET), Governmental Decree No. 273 of 2007 (X.19.) implementing certain provisions of the Act LXXXVI of 2007 on Electricity (VET-Vhr.), the other relevant electricity legislation and the provisions of the electricity supply regulations shall apply.

Unless provided otherwise by Act CLXXVII of 2013 on the Transitional and Authorizing Provisions related to the Entry into Force of Act No. V of 2013 on the Civil Code (Ptké.), the regulations of the Ptk. shall apply to facts and legal relationships arising, and legal declarations made, after its entry into force (15 March 2014).

Unless provided otherwise in the Ptké., the facts and legal declarations made after the entry into force of the Ptk., related to obligations existing at the time of its entry into force - including new obligations arising from these facts and legal declarations - shall be governed by the provisions of the legislation in force before the entry into force of the Ptk.

If, after the entry into force of these General Terms of Business, a change in legislation occurs or an official decision to be executed is issued that affects an issue regulated in the General Terms of Business, thus in particular the rights or obligations of the parties, MVM Next Energiakereskedelmi Zrt. - shall proceed in accordance with the governing provisions in the case of change of legislation or official decision, regardless of the relevant provisions of the General Terms of Business. The change in legislation and the implementation of an official decision will be incorporated in the framework of the semi-annual review prescribed in the Vhr.

# **11.2 Dispute settlement**

The Parties shall endeavour to settle any disputes that may arise in connection with these General Terms of Business, the Power Purchase Agreement, its performance, breach, termination, validity or interpretation in an amicable manner (by direct consultation, involving external parties (e.g. conciliation bodies)).

If the dispute cannot be settled amicably, the court with jurisdiction and competence under the Code of Civil Procedure shall decide on the dispute between the parties.

If the user is a natural person who is not a Hungarian citizen or a legal person not registered / incorporated in Hungary, the parties stipulate that - on the basis of Section 5 (1) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and



enforcement of judgments in civil and commercial matters or Section 99 of Act XXVIII of 2017 on Private International Law - a Hungarian court with jurisdiction and competence under the Code of Civil Procedure shall decide on any future disputes that cannot be settled amicably. The enforcement of civil law claims arising from the legal relationship based on this General Terms of Business by MVM Next Energiakereskedelmi Zrt. Nefore the ordinary courts is not prevented either by the procedure carried out by MVM Next Energiakereskedelmi Zrt. on the basis of the user's complaint or the action brought by the user before the consumer protection authority, the Office or the conciliation body.



## **12 TRANSITIONAL AND FINAL PROVISIONS**

# 12.1 Entry into force of the General Terms of Business and the general terms and conditions

The present General Terms of Business and its annexes shall enter into force as set out in Decision No. .....of the Hungarian Energy and Utilities Regulatory Agency. It will notify users in writing of any changes to the general terms and conditions contained in the General Terms of Business on its website, 30 days prior to their entry into force. If the user does not comment or object before its entry into force, the change shall be deemed accepted.

## **12.2 Declarations**

MVM Next Energiakereskedelmi Zrt. has prepared these General Terms of Business on the basis of the Electricity Act and the legal acts and resolutions issued for its implementation.

## 12.3 Invalidity

Any unlawful provision of these General Terms of Business shall be void. The invalidity of any provision of the General Terms of Business shall not affect the validity of the other provisions. The relevant legislation shall apply instead of the invalid or amended provisions. After the entry into force of the General Terms of Business, in the event of a change in the legislation affecting its provisions that is mandatory for the electricity retailer, the new or amending legal provision shall automatically become part of the General Terms of Business. Budapest, 2021. [\*].

dr. Márkusfalvi-Tóth Ádám Hiezl Gábor Director of Legal and Regulatory Affairs CEO

#### MVM Next Energiakereskedelmi Zrt.

Clause:

These general terms of business were approved by decision [\*] of the Hungarian Energy and Utilities Regulatory Authority dated [\*].

MVM Next Energiakereskedelmi Zrt.

Effective: from 1 January 2022

