

**CAPACITY BOOKING CONTRACT**

**CONCLUDED IN THE FRAMEWORK OF AN OPEN SEASON PROCEDURE**

hereinafter referred to as **Contract**,

made by and between

**FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság (FGSZ Natural Gas Transmission Closed Company Limited by Shares)**

Registered office: 8600 Siófok, Tanácsház u. 5.  
Mailing address: 8600 Siófok Tanácsház u. 5. (Pf. 102)  
Account keeping financial institution: ING Bank N. V. Hungarian Branch Bank  
SWIFT (BIC): INGBHUHB  
IBAN: HU08 1370 0016 0420 0013 0000 0000  
Invoices should be sent to: FGSZ Zrt. Számvitel 8601 Siófok Pf. 8.  
Statistical code of the Company: 12543331-4950-114-14  
Tax number: 12543331-2-14  
Company registry court and company registration number:

Court of Registration of the Court of Justice of Kaposvár,  
Company registration number: 14-10-300230

hereinafter referred to as **FGSZ Zrt.**

and .....

Registered office:  
Mailing address:  
Invoices should be sent to:  
Account keeping financial institution:  
SWIFT (BIC):  
IBAN:  
Statistical code of the Company:  
Tax number:  
Company registry court and company registration number:

**DRAFT – FGSZ RESERVES THE  
RIGHT OF AMENDMENT  
SUBJECT TO REGULATORY  
APPROVAL**

hereinafter referred to as **Network User**

collectively referred to as: **the Contracting Parties**, on the date and at the place below written, and under the following terms and conditions:

## 1. Subject Matter and Term of the Contract

During the term of the Contract, FGSZ Zrt. shall provide the Network User with the firm capacities as determined for the network points specified below.

This Contract has been established in paper format in the framework of the following Open Season procedure, in accordance with the rules of exception laid down in Article 2(4) of Regulation (EU) No 2017/459.

The Parties are aware that Plinacro, d.o.o. (10 000 Zagreb, Savska cesta 88a, Croatia) ("Plinacro") and FGSZ Zrt. have announced an Open Season procedure. The rules of the Open Season procedure are laid down in the Open Season Rulebook that has been published by the two companies and approved by the national regulatory authorities. The Hungarian Energy and Public Utility Regulatory Authority approved the Open Season Rulebook with its resolution no. ....

The subject matter of this Contract shall only include the booking and provision of the following firm transmission pipeline capacities detailed below.

For any other activities, including but not limited to those regarding the use of the allocated capacities or other natural gas transmission activities, the Network User has to have a Network Usage Framework Contract or the relevant specific contracts pursuant to the Business Code of FGSZ Zrt.

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**Contract number:**

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In light of the foregoing, the Contracting Parties conclude the contract for the following firm transmission pipeline capacities on the basis of the binding Open Season procedure:

<b>kWh/h/year</b>	<b>Drávaszerdahely (HR→HU) EIC: 21Z000000000249H</b>
<b>Gas year 2022/2023</b>	
<b>Gas year 2023/2024</b>	
<b>Gas year 2024/2025</b>	
<b>Gas year 2025/2026</b>	
<b>Gas year 2026/2027</b>	
<b>Gas year 2027/2028</b>	
<b>Gas year 2028/2029</b>	
<b>Gas year 2029/2030</b>	
<b>Gas year 2030/2031</b>	
<b>Gas year 2031/2032</b>	
<b>Gas year 2032/2033</b>	
<b>Gas year 2033/2034</b>	
<b>Gas year 2034/2035</b>	
<b>Gas year 2035/2036</b>	
<b>Gas year 2036/2037</b>	

Table 1

The capacities booked in accordance with the above Table 1 may be modified during the term of this Contract by mutual agreement between the Contracting Parties. The Parties also agree that if, for any reason whatsoever (decisions relating to investments or operation, acts of the authorities or legislation etc.), and either in part or in full, Plinacro fails to make available the contracted capacities, the Network User shall not be exempted from its payment obligations towards FGSZ Zrt. arising out of this Contract.

The Contracting Parties agree that in any issues not regulated in this Contract they shall act in accordance with the Business and Commercial Code (ÜKSZ), and the applicable law, in particular the European Union Regulations in force, the Gas Act and its implementing decree in force, the price application and rate decrees for natural gas industry services, the provisions of the valid Business Code of FGSZ Zrt., and the Civil Code of Hungary.

FGSZ Zrt. undertakes that it will provide the capacities booked hereunder to the Network User. The Network User undertakes to pay the fees specified herein.

This Contract shall enter into force on ....., and shall be valid during the service period specified in Table 1. The Parties acknowledge that this Contract applies to the booking of yearly capacity products.

## 2. General Terms and Conditions

The Contract shall be applied together with the text of Annex 4.d of the Business Code of FGSZ Zrt. titled "General Terms and Conditions for Network Usage Contracts", as amended from time to time and as approved by the Hungarian Energy and Public Utility Regulatory Authority.

By signing this Contract, the Network User acknowledges that it has become familiar with the contents of the General Terms and Conditions (hereinafter: GTCs) referred to in this section and published on FGSZ Zrt's website ([www.fgsz.hu](http://www.fgsz.hu)), along with accepting and acknowledging FGSZ Zrt's relevant information, furthermore it confirms that it considers all such provisions of the GTCs as parts of the present Contract, and agrees to be bound by the same.

Any terms and conditions not regulated in the document titled "General Terms and Conditions for Network Usage Contracts", or laid down as special terms in derogation from that document, are included in this Contract.

## 3. Fees

The Network User shall pay the applicable regulated tariffs at all times relevant at this network point and flow direction and to provide financial guarantees according to the GTCs.

## 4. Communication and Data Management

The Contracting Parties agree that – regarding all issues related to the fulfilment of this Contract – they appoint their following organisational units as main contact units:

### For contractual issues:

On behalf of the Network User: \_\_\_\_\_ On behalf of FGSZ Zrt.: \_\_\_\_\_

Name:	Name:
Phone:	Phone:
Fax:	Fax:
Mobile:	Mobile:
Email:	Email:

Any electronic mail sent to FGSZ Zrt. in the issues pertaining to this Contract shall also be sent in copy to the [kap@fgsz.hu](mailto:kap@fgsz.hu) email address in addition to the above contact person.

The Contracting Parties shall promptly notify each other of any changes in their above contact information.

## **5. Liability**

5.1. Without prejudice to the general applicability of the GTCs of FGSZ Zrt., the Parties agree that FGSZ Zrt. shall not assume liability, and shall not be held liable for damages or any other payment towards the Network User if the latter incurs damage, costs or loss due to any of the following reasons:

- (a) Any investment of the Croatian transmission system necessary for the provision of the Plinacro exit capacity fails to be constructed, is constructed with delay or not as intended, and this happens for a reason not attributable to FGSZ Zrt.
- (b) Any obligation of FGSZ Zrt. hereunder cannot be performed or can be performed not contractually due to any force majeure event, emergency or restriction in Croatia, which is not attributable to FGSZ

5.2. The limitation of liability as specified in this section shall not apply to damage that result from breaches affecting life, physical integrity or health.

5.3. The Contracting Parties shall promptly notify each other of any important circumstance related to the fulfilment of the Contract.

5.4. The Contracting Parties agree that from section 12.1 of the GTCs i.e. the cases of breach by the Network User, the following provisions shall not be applied to this Contract:

- “Violation of the nature of the bundled capacity product during the secondary sale of the capacity in the case of bundled capacity products.
- For bundled capacity products, a major change in the fulfilment of the contract regarding the capacity booking of the other half of the bundled capacity product, which also renders the Network Usage Framework Contract impossible to perform. This may include but shall not be limited to the following: termination of the contractual conditions pertaining to capacity booking applicable to the other half of the bundled capacity product for any reason before the normal date of expiry.”

5.5 The Contracting Parties agree that from section 1 of the Network Usage Framework Contract, the provisions of the following paragraph shall not apply to this Contract:

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“If the product is a bundled capacity product, it shall keep its bundled nature throughout the period of this Framework Contract.”

- 5.6 The Contracting Parties agree that from section 7.1 of the Network Usage Framework Contract, the provisions of the following paragraphs shall not apply to this Contract:

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

“The violation of this obligation shall be deemed a breach of the Framework Contract, in which case FGSZ Zrt. shall be entitled to terminate the Contract with immediate effect.”

## **6. Termination of the Contract**

- 6.1 This Contract may be terminated as specified in the GTCs.

## **7. Secondary Capacity Transfer (transfer of use)**

During the service period of the capacities booked hereunder, the Network User shall be entitled to partially or fully transfer the capacities at its disposal.

## **8. Settlement of Disputes**

The Contracting Parties shall use their best efforts to settle any disputes related to this Contract amicably. The Parties agree that if their obligation to negotiate as specified in this section 8 is to no avail within three (3) months calculated from its provable date of initiation, then, in order to have the dispute settled, either Party may have recourse to the ordinary court having subject matter and territorial competence over the case as regulated in the Hungarian Code of Civil Procedure.

## 9. Assignment of the Contract

The Network User shall request the consent of FGSZ Zrt. to the assignment of this Contract to a third party in accordance with the provisions of the Civil Code. FGSZ Zrt. may not refuse to grant the consent if the party wishing to assume the Contract complies with all relevant legal regulations and all requirements stipulated by FGSZ Zrt. for its partners in its Business Code, this Contract and the Open Season Rulebook attached hereto.

The Contracting Parties and the third party wishing to assume the Contract shall enter into a separate tripartite agreement on the assignment of the Contract, including all issues affecting settlement and the financial securities.

## 10. Contractual Hierarchy

The Contracting Parties agree that should there be any discrepancy or inconsistency between this Contract and the provisions of the Network Usage Framework Contract, 4.d. GTCs of the Company's Business Code and the Open Season Rulebook, the contractual documents shall prevail in the following order:

1. The present Contract
2. Network Usage Framework Contract
3. 4.d GTCs
4. Open Season Rulebook

As regards the Hungarian and English language Open Season Rulebook, the Hungarian language version shall be governing.

## 11. Annexes and Ancillary Documents

The following annexes and ancillary documents are inseparable and integral parts of this Contract:

- |          |   |
|----------|---|
| Annex 1: | General Terms and Conditions for Network Usage Contracts (Annex 4.d to the Business Code) |
| Annex 2: | The Open Season Rulebook as approved by the HEA   |

The Network User is aware of and accepts the contents of the annexes and the ancillary documents.

**12. Number of Copies of the Contract**

This Contract has been prepared in Hungarian language in 4 (four) originals; of which 2 (two) shall be given to each Contracting Party.

Siófok,

**On behalf of the Network User:**

.....

**On behalf of FGSZ Zrt.:**

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DRAFT – FGSZ RESERVES THE RIGHT OF AMENDMENT