

**SERVICE CONTRACT ON THE REPORTING OF STORAGE STOCK DATA TO ACER AS
PRESCRIBED FOR MARKET PARTICIPANTS**

concluded by and **between**

seat:

mailing address:

account keeping bank:

bank account No.:

invoicing address:

tax No.:

EIC code:

Court of Registration and Reg. No.:

hereinafter referred to as Customer or as **System User**

and **Hungarian Gas Storage Limited Company**

seat: 1138 Budapest, Váci út 144-150.

mailing address: 1399 Budapest, Pf. 645.

account keeping bank:

bank account No.:

invoicing address: 1138 Budapest, Váci út 144-150.

tax No.:

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

hereinafter referred to as Service Provider, or as **MFGT**

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

PREAMBLE

This Contract is concluded with regard to the obligation (reporting obligation concerning the amount of gas injected by the system users) specified for the system users under article 9(9) of the Commission Implementing Regulation (EU) No. 1348/2014 on data reporting implementing Article 8(2) and Article 8(6) of Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (hereinafter Implementing Regulation).

Contract(s) on using and providing natural gas storage service (hereinafter referred to as Natural Gas Storage Contract) exist(s) between MFGT and System User.

ACER has developed the “ACER REMIT Information System” (hereinafter referred to as ARIS), which is the platform established to collect data according to the Implementing Regulation. ACER has published several reference documents for the reporting of data regarding the amount of gas injected by the system users (hereinafter referred to as Supporting Documents), including:

- Manual of Procedures on transaction and fundamental data reporting
- Requirements for the registration of Registered Reporting Mechanisms (RRM) (hereinafter referred to as RRM Requirements)

Pursuant to the Implementing Regulations, System User is obliged to report to the ACER, following the Gas Day, the amount of working gas stock the System User injected into MFGT’s storage facilities (hereinafter referred to as Fundamental Data) in accordance with Article 9(9) of the Implementing Regulation (hereinafter referred to as Reporting Obligation).

On the basis of this Contract, MFGT fulfils on the System User’s behalf the Reporting Obligation imposed on the System User.

MFGT has entered into an agreement for the provision of fundamental data reporting services with Gas Infrastructure Europe (hereinafter referred to as Contracted RRM). Uploading Fundamental Data is carried out by the Contracted RRM, in the system operated by ACER, under the contract between ACER and the Contracted RRM. Having regard to this, MFGT undertakes to fulfil the Reporting Obligation on behalf of the System User, via the Contracted RRM.

Now, therefore, the Parties have agreed on the following Contract on the reporting of market participant’s fundamental data to ACER, which shall constitute a data reporting agreement for the purposes of Article 9(9) of the Implementing Regulation (hereinafter referred to as Contract).

I. DEFINITIONS

1. Terms defined in the Code of Business Conduct and the Natural Gas Storage Contract used in this Contract shall have the same meaning, unless this Contract provides for or the context requires otherwise.
2. New definitions:
ACER: Agency for the Cooperation of Energy Regulators
Gas Day: period from 06:00 AM of the relevant day until 06:00 AM of the following day.

II. SUBJECT AND DURATION OF CONTRACT

1. System User appoints and authorizes MFGT to arrange the fulfilment of the Reporting Obligation on the System User's behalf through the Contracted RRM (hereinafter referred to as Reporting Services), in accordance with the Implementing Regulations and the Supporting Documents.
3. The Reporting Obligation and, accordingly, the Reporting Services, shall remain at all times subject to change as a result of further regulatory and ACER guidance developments, and Parties shall agree to immediately notify each other in writing upon becoming aware of any such change. Parties shall try to address and settle the contractual implications of any change, along with the possible contract amendments via amicable negotiation. In the event that contract amendment negotiations between the Parties are unsuccessful, either Party may terminate the contract with a 30 days' notice.

III. SOURCE OF FUNDAMENTAL DATA

1. System User authorizes MFGT to use any and all data that are available to MFGT in relation to the System User's storage use pursuant to its Natural Gas Storage Contract(s), for the provision of the Reporting Services.

IV. MFGT'S OBLIGATIONS AND RESPONSIBILITY

1. MFGT shall perform the Reporting Services through the Contracted RRM in accordance with the Implementing Regulations and the Supporting Documents.
2. Where MFGT becomes aware of the possible suspension or cessation of the Contracted RRM's status as RRM, MFGT shall immediately notify the System User in writing thereof.

3. Upon the System User's request, MFGT shall send to the System User's email address _____ (or to the email address specified by the System User to MFGT at least five (5) business days in advance) the following:
 - (i) each report sent by MFGT to the Contracted RRM on behalf of the System User and
 - (ii) each validation report received from the Contracted RRM (report sent by ACER on successful daily reporting) with regard to the Fundamental Data report.
4. After becoming aware thereof, MFGT shall inform the System User
 - (i) of any planned system interruption or other events concerning the Reporting Services, and
 - (ii) immediately of any unexpected system interruption, suspension or temporary unavailability.
 - (iii) in the event of any suspension, interruption, temporary unavailability or fault occurring in the IT system.
5. MFGT shall not be held responsible:
 - (i) for any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties, including force majeure and the unavailability of ARIS; and
 - (ii) for the further processing of or for the failure thereof after the Contracted RRM has reported any such data to ACER (ARIS).
6. MFGT shall not be in breach of this Contract and shall not be held responsible as per this Contract insofar as its obligations are not or not contractually fulfilled for reasons attributable to a third party, including the RRM or to the System User.

V. DATA MANAGEMENT

1. Acting on behalf of the System User, MFGT shall verify to the best of its ability the completeness, accuracy and timeliness of the Fundamental Data provided to the Contracted RRM, however, MFGT shall not be held responsible for the correctness, completeness, timeliness and format of Fundamental Data.
2. MFGT shall not be held responsible for any information sent by the System User to ACER by any channel other than specified herein.
3. If MFGT is unable to transfer the Fundamental Data to the Contracted RRM in due time, MFGT

shall immediately notify the System User and the Contracted RRM and provide the missing data as soon as possible.

4. If MFGT becomes aware of any data error, it shall immediately notify the System User and the Contracted RRM, and together with the System User and the Contracted RRM, shall use endeavour to rectify any such error and submit the relevant correct data.

VI. TERM OF CONTRACT AND TERMINATION

1. This Contract is concluded and takes effect at 06:00 hours on 02 April 201_, and shall be effective until 06:00 hours on 02 April 201_.
2. This Contract Agreement shall automatically terminate upon:
 - (i) the suspension or cessation of the Contracted RRM's status as RRM;
 - (ii) the termination of the contract on the provision of fundamental data reporting service between MFGT and the Contracted RRM.

MFGT shall inform the System User as soon as reasonably practicable in case of events set out in this Section VI.2.

3. Either party may terminate this Contract with ordinary termination at any time without justification by giving written notice of at least thirty days to the other party. The notice letter shall specify the duration of the notice period and the termination date.
4. Upon the termination of this Contract for any reason:
 - MFGT will stop providing the Reporting Services;

In case of Contract termination, MFGT shall do its utmost so that the information transferred to and received from ACER are kept by the Contracted RRM a for a period of twelve months after termination in accordance with the RRM Requirements. This information will be accessible to the System User through MFGT during that period. After that period, System User may request MFGT to arrange the deletion of all data related to the System User from the Contracted RRM IT system. MFGT shall not assume any responsibility for the obligations of the RRM referred to in this section.

5. Termination shall not affect the rights or obligations accrued at the time of termination. Any provision of this Contract which are binding the parties even after termination shall remain effective until such rights or obligations have been satisfied or released.

VII. FEES, INVOICING AND PAYMENT

1. The fee of providing the Reporting Services (hereinafter referred to as Fee) shall be calculated and invoiced on the basis of the Fee List published by MFGT on the website: www.magyarfoldgaztarolo.hu.
2. MFGT shall be entitled – without penalty – to suspend the fulfilment of its obligations under

this Contract as long as the System User fails to pay the service Fee in due time.

- Parties agree to settle the fees arising from herein periodically, in equal monthly instalments pursuant to Section 58, Subsection (1) of Act No. CXXVII of 2007 on Value Added Tax (VAT Act).
- Furthermore, Parties agree to use and invoice the service only on a monthly basis. Hence, in any case, the contract takes effect at the beginning of the first gas day of the month following the receipt of the request, and may cease in the event of termination at the end of the last gas day of the month of termination at the earliest, while in any other cases, Section VI.1 herein shall apply.

VIII. LIABILITY

- Parties shall, at all times, perform their obligations under this Contract with reasonable care, provided that neither Party is prevented by any law, a binding and enforceable court order or official resolution from fulfilling or from contractually fulfilling its obligations as per this Contract.
- MFGT shall not be held responsible for the correctness, completeness, timeliness and format of Fundamental Data.
- MFGT shall not be held responsible in any way whatsoever for any damage caused by third parties. MFGT explicitly excludes its liability for any damage caused by the Contracted RRM (e.g.: penalty imposed on the System User for false or delayed data provision).
- The liability of each Party under this Contract shall be limited to direct and proven damages (including but not exclusively the penalties imposed in relation to the non-fulfilment or the irregular fulfilment of the Reporting Obligation), which result from breaches of obligations under this Contract, and their cumulated sum shall not exceed the amount of HUF 300 000 per calendar year.
- Neither Party shall be liable to the other Party for any penalty in excess of the annual cumulated HUF 300 000, or loss of profit, loss of business, loss of goodwill, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under this Contract.
- Neither Party shall be entitled to hold the other Party's group companies, employees or contractors liable for any breach of Contract by the other Party.
- Under no circumstances shall either Party be liable to the other Party where the failure to perform obligations results from causes beyond that Party's reasonable control, through no fault of its own, provided however, where possible, that the affected Party gives prompt notice to the other Party of its non-performance, and uses its reasonable efforts to mitigate the effects of such causes.

IX. CONFIDENTIALITY AND DISCLOSURE

1. Parties shall consider the following information to be confidential:
 - Fundamental Data; though MFGT and the Contracted RRM shall be entitled to use such data as they deem necessary to perform the Reporting Services;
 - Other information indicated as confidential by the providing Party.

Such confidential information can be disclosed by a Party without the consent of the other Party if so required by law or by a binding and enforceable court order. The same shall also apply to information disclosed to any of the Parties' professional advisers.

2. Any data or information provided by one Party to the other Party pursuant to this Contract shall be used by the receiving Party only in connection with this Contract or the Natural Gas Storage Contract(s) without the prior written consent of the disclosing Party. Any such data or information and any intellectual property rights contained therein shall remain the property of the disclosing Party so that the receiving Party shall have no other rights to such information or data save as set out in this Contract or the Natural Gas Storage Contract.

X. MISCELLANEOUS

1. For the avoidance of doubt regarding the matters not specified by this Contract, the contractual relationship set out herein shall be governed by stipulations of the Civil Code – with particular regard to the provisions on assignment –, MFGT’s Code of Business Conduct and the Natural Gas Storage Contract.
2. Each Party shall provide reasonable assistance to the other Party in complying with any request for further information from ACER under this Contract.
3. Neither this Contract, nor the rights and obligations hereunder, may be assigned or transferred by any Party without the prior written consent of the other Party.
4. This Contract is intended solely for the benefit of the Parties. Nothing in this Contract shall be construed to create any duty to, any expectation from, any liability to, or any right of suit or action in any person not a Party to this Contract.
5. No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent is given in writing and signed by the Party claimed to have waived or consented. The waiver by either Party of any right hereunder, or due to the breach of contract by the other Party, shall not be deemed to be a waiver of any other rights hereunder or of any other breach or failure by the other Party, whether of a similar nature or otherwise.

Budapest,

Hungarian Gas Storage Ltd.

System User

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