

Network User Membership Agreement for the Usage of the Regional Booking Platform

Hereinafter referred to as **Agreement**,

entered into **between**,

FGSZ - Földgázszállító Zártkörűen Működő Részvénytársaság

Seated: H-8600 Siófok, Tanácsház u 5.

Postal address: H-8600 Siófok, Tanácsház u. 5. (P.o. Box 102.)

Account keeping financial institution: OTP Bank Nyrt.

Bank account number: HU21 1176 3945 0141 8888 0000 0000

SWIFT code: OTPVHUBH

Statistic code: 12543331-4950-114-14

VAT No.: HU 12543331

Company registration no.: 14-10-300230 Registered at Kaposvári Törvényszék

referred to as **RBP Operator**

and

Seated:

Postal address:

Account keeping financial institution:

Bank account number:

Statistic code:

VAT No.:

Company registration no.:

to as **Network User Member**

referring together as: **Parties**

signed on the date and place below, with the following terms and conditions.

Table of Contents

- 1. Definitions 3
- 2. Scope and subject of the Agreement 5
- 3. Rights and obligations of RBP Operator 6
- 4. Minimum requirements as to Rights and Obligations of TSO Member 9
- 5. Rights and Obligations of Network User Member 9
- 6. Development and change request management of RBP 11
- 7. Fees and expenses 11
- 8. Operational Rules of RBP 11
- 9. Provisions for Operating Hardware and Software Solutions, IT Security and Copyright 12
- 10. Term and Termination of Agreement 12
- 11. Force Majeure 13
- 12. Confidential Information 14
- 13. Governing Law 15
- 14. Dispute Resolution Procedure 15
- 15. Representation and warranties 16
- 16. Waiver of sovereign immunity 16
- 17. Notices 17
- 18. Severability of Provisions 17
- 19. Waiver 18
- 20. Amendment 18
- 21. Entire Agreement 18
- 22. Further Acts and Assurances 18
- 23. Assignment 19
- 24. Other Contractual Arrangements 19
- 25. Binding Nature 19
- 26. Number of Copies of Agreement 19
- 27. List of the Attachments 20

1. Definitions

Terms and definitions used herein shall have the meaning given to them in the CAM NC, Directive 73/2009/EC, and 715/2009/EC Regulation. Present Article 1 includes terms which are particular for Agreement.

- 1.1. **Ascending clock auction** – means an auction in which a Network User Member places requested quantities against defined price steps, which are announced sequentially.
- 1.2. **Applicant**– means a network user who intends to use the services of the Regional Booking Platform and submits the corresponding application forms to the RBP Operator
- 1.3. **Auction Calendar** – means a table displaying information relating to specific auctions which is published by RBP Operator and TSO Members by January of every calendar year for auctions taking place during the period of March until February of the following calendar year and consisting of all relevant timings for auctions, including starting dates and standard capacity products to which they apply.
- 1.4. **Auction Confirmation** – means a digitally signed system message from the RBP Operator to the Network User Member(s) and / or TSO Member(s).
- 1.5. **Bid (offer)** – shall specify (a) the identity of the network user applying; (b) the concerned interconnection point and direction of the flow; (c) the standard capacity product for which the capacity is applied for; (d) per price-step, the amount of capacity for the respective standard capacity; (e) product applied for.
- 1.6. **Bidding round** – means the period of time during Network User Members can submit, amend and withdraw bids.
- 1.7. **Bundled capacity** – means a standard capacity product offered on a firm or interruptible basis which consists of corresponding entry and exit capacity at both sides of every interconnection point.
- 1.8. **CAM NC** – Commission Regulation (EU) No 984/2013 of 14 October 2013 establishing a Network Code on Capacity Allocation Mechanisms in Gas Transmission Systems and supplementing Regulation (EC) No 715/2009 of the European Parliament and of the Council.
- 1.9. **First time undersell** – means an occurrence where the aggregate demand across all Network User Members is less than the capacity offered at the end of the second bidding round or a subsequent bidding round.
- 1.10. **Gas day** – means the period from 5:00 to 5:00 UTC the following day for winter time and from 4:00 to 4:00 UTC the following day when daylight saving is applied.
- 1.11. **Hungarian gas year** – means a period starting from 1 October of each calendar year and ending on 1 October of the following calendar year. As exceptions, Hungarian gas year 2014 – 2015 means a period starting from 1 July 2014 and ending on 1 July 2015, and Hungarian gas year 2015 means a period starting from 1 July 2015 and ending on 1 October 2015.
- 1.12. **Romanian gas year** – means a period starting from 1 October of each calendar year and ending on 1 October of the following calendar year. As an exception, Romanian

gas year 2014 – 2015 means a period starting from 1 July 2014 and ending on 1 October 2015.

- 1.13. **Interconnection agreement** – means an agreement entered into by adjacent transmission system Operators, whose systems are connected at a particular interconnection point, which specifies terms and conditions, operating procedures and provisions, in respect of delivery and/or withdrawal of gas at the interconnection point with the purpose of facilitating efficient interoperability of the interconnected transmission networks.
- 1.14. **Interconnection point** – means a physical or virtual point connecting adjacent entry-exit systems or connecting an entry-exit system with an interconnector, in so far as these points are subject to booking procedures by Network User Members.
- 1.15. **Large price step** – means a fixed or variable amount that is defined per interconnection point and standard capacity product.
- 1.16. **Monthly capacity product** – Monthly standard capacity products shall be the capacity, which may be applied for, in a given amount, by a Network User Member for all gas days in a particular calendar month (starting on the 1st day of each month).
- 1.17. **Network User Member**– a legal or natural person registered on RBP for the purpose of booking and contracting capacities allocated on the RBP.
- 1.18. **Pilot Project** – the joint project of FGSZ Zrt and SNTGN Transgaz SA as TSO Members to which the “European Pilot Project” status was granted by European Commission and ACER in March 2013. Within the scope of the Pilot Project, FGSZ Zrt and Transgaz SA agreed on allocating standard bundled capacity products at the Csanádpalota interconnection point in order to assure early implementation of the CAM NC. For this purpose, the Parties have signed a Memorandum of Understanding on 13 July 2012 and a Cooperation and TSO Membership Agreement on 23 October 2014.
- 1.19. **Regional Booking Platform (RBP)** –is an IT application implemented and operated by FGSZ Zrt in order to support capacity allocation and contracting procedures according to the CAM NC and relevant national regulations. RBP consists of RBP Portal and RBP Application.
- 1.20. **Regional Booking Platform Operator (RBP Operator)** – means the legal entity operating RBP, currently being FGSZ Zrt.
- 1.21. **Reserve price** – means the eligible floor price in the auction.
- 1.22. **Small price step** – means a fixed or variable amount that is defined per interconnection point and standard capacity product which is smaller than the large price step.
- 1.23. **Standard capacity product** – means a certain amount of transport capacity over a given period of time, at a specified interconnection point. The capacity offered shall be expressed in kWh/hour. A flat flow rate over the gas day is assumed. Parties acknowledge that the reference conditions shall be 0°C for volume and 25°C for default combustion reference temperature.
- 1.24. **Transmission System Operator Member (TSO Member)** – transmission system operator allocating and contracting capacities via RBP.

- 1.25. **Uniform price auction** – means an auction in which the Network User Member in a single bidding round bids price as well as quantity and all Network User Members, who are successful in gaining capacity, pay the price of the lowest successful bid.
- 1.26. **Within-day capacity** – means capacity offered and allocated after the closure of the day-ahead capacity auctions with respect to that day. At the time of Agreement signed this capacity product does not yet exist in either countries of contracting Parties.
- 1.27. **Sovereign immunity** – is a principle of international law by virtue of which a state cannot exercise its authority and jurisdiction upon another state or its assets located in a foreign territory, without the consent of such state.

2. Scope and subject of the Agreement

RBP offers and allocates bundled capacity products on behalf of TSO Members to Network User Members at interconnection point or interconnection points as listed on RBP's official website (www.rbpportal.fgsz.hu) through the RBP Application.

- 2.1. RBP is operated by FGSZ Zrt. RBP Operator undertakes to provide access for Network User Members to RBP Application, as defined in Article 3.
- 2.2. RBP Operator provides Network User Members with the service to bid for and obtain allocated capacity products as bundled or unbundled capacity product complying with the CAM NC.
- 2.3. Parties acknowledge that FGSZ acts as the RBP Operator as well as TSO Member without any separate agreement. Parties acknowledge that no conflict of interest exists in this regard.
- 2.4. Terms and conditions of RBP application is reviewed and approved by the relevant national regulatory authorities.
- 2.5. Network User Member acknowledges that RBP might be expanded and developed. Expansion or development shall mean one or more of the following matters:
 - 2.5.1. Initiation of other than monthly bundled capacity product types (i.e. yearly, quarterly, daily, within-a-day capacity products).
 - 2.5.2. Initiation of allocating unbundled capacity products.
 - 2.5.3. Initiation of allocating incremental (bundled or unbundled) capacity products.
 - 2.5.4. Implementation of new service and function provided by RBP such as secondary market function.
 - 2.5.5. Initiation of other interconnector points.

3. Rights and obligations of RBP Operator

- 3.1. RBP Operator shall be obliged to provide TSO Member and Network User Members upon their request with access to RBP for on an appropriate manner defined in CAM NC. RBP Operator shall not be obliged to realize changes automatically on RBP application upon regulatory changes and/or Network User Member - and/or TSO Member requests. Further agreement shall be laid down upon request of any change-requests of RBP.
- 3.2. RBP Operator acknowledges its liability of ensuring RBP's continuous operation: 24 hours availability per 7 days a week. Hardware devices and software solutions related to the operation of RBP, as well as BCP and DRP processes are reviewed in Attachment 3. RBP Operator shall be entitled to fulfil its contractual obligations arising from this Agreement via subcontractors as well.
- 3.3. RBP Operator's liability to ensure RBP's continuous operation shall exist within the framework of the current state of technology and the technological availability of RBP. RBP Operator shall be entitled reduce or suspend the availability of different functions and services of RBP in cases of technical error or perturbation, including without limitation interruption of power supply, breakdown of RBP caused by hardware or software error within or outside of RBP. RBP Operator shall notify immediately the affected TSO Members and Network User Members. RBP Operator shall make all necessary efforts within the limits of what is economically justifiable in order to restore all functions and services of RBP within a reasonable time. TSO Members' and Network User Members' rights and obligations using RBP shall be considered as lifted in such cases.
- 3.4. RBP Operator shall operate RBP as stipulated in Operational Rules and Information Technology Provisions of RBP (Attachment 2 and Attachment 3).
- 3.5. RBP Operator shall make RBP Portal and RBP Application available to registered or non-registered users according to their applicable access rights.
- 3.6. Access and registration rules are detailed in Operational Rules (Attachment 2). RBP Operator ensures access:
 - 3.6.1. To RBP Platform to any non-registered persons.
 - 3.6.2. To RBP Application to natural person(s) registered as authorized representatives of TSO Member or Network User Members based on write-read allowances.
- 3.7. Network User Member access to RBP shall be a certificate-based personalized access. Legal or natural persons willing to gain Network User Member representative or Network User Member controller access to RBP's services, as stipulated in the Operational Rules (Attachment 2), shall complete the Network User Member Registration Form available on RBP Portal accordingly (Attachment 4). TSO Members shall make the Network User Membership Registration Form accessible via a web link on their official website as well.
- 3.8. RBP Operator does not accept any incomplete Network User Membership Registration Form. The RBP Operator informs the Applicant about the receipt of incomplete Registration Form without undue delay.

- 3.9. RBP Operator shall confirm the registration or refusal of the Network User Member Registration Form to Applicant in writing without undue delay. Applicant becomes Network User Member upon receipt of such a confirmation on registration. RBP Operator shall inform affected TSO Members about successful registration of Network User Member.
- 3.10. Network User Members' access to capacity auctions conducted on the Regional Booking Platform shall be rejected in the cases detailed in Clause 5.2.4. of Operational Rules (Attachment 2).
- 3.11. RBP Operator acknowledges and secures that access rights to RBP and bidding rights of Network User Members on the RBP auctions validated by relevant TSO Members at an interconnection point cannot be denied by the RBP Operator itself.
- 3.12. RBP is considered to be a 'thin client' as detailed in the Information Technology Provisions (Attachment 3).
- 3.13. RBP operator guarantees that from RBP no harmful content will enter into the Network User Members' information systems. RBP is free from any malevolent software (virus, malware, spyware etc.) and it is protected by professional anti-virus and firewall solutions as detailed in the Information Technology Provisions (Attachment 3).
- 3.14. RBP operator guarantees the sufficient management and protection of all confidential or sensitive data, i.e. confidential information shall only be accessible by those Parties to whom sensitive data is regarding. Business-related data are published for all Parties only in an aggregated way that cannot breach any confidentiality interest of the Parties, as detailed in the Information Technology Provisions (Attachment 3).
- 3.15. RBP Operator shall process unbundled capacities uploaded by TSO Members and bundle them into Bundled Capacity according to Article 5 of the Operational Rules.
- 3.16. Having completed the bundling process, RBP Operator shall release any remaining unbundled capacity to the affected TSO Member.
- 3.17. RBP Operator shall organize and conduct ascending clock or uniform price capacity auctions as defined in Annex 1.
- 3.18. Ascending clock and uniform price capacity auctions shall be run as detailed in the Auction Calendar. Prior to the legal term of application of the CAM NC, compilation of the Auction Calendar is upon sole discretion of the TSO Members' decision
- 3.19. RBP Operator shall publish the agreed Auction Calendar on RBP Portal.
- 3.20. RBP Operator acts as the agent of the TSO Members in the ascending clock and uniform price auction allocation procedures of capacity products. Acting within this role, RBP Operator offers the capacity products to Network User Members and announces the result of the auctions on behalf of TSO Members. In case of doubt, RBP Operator's official auction result announcement (Auction Confirmation) shall prevail.
- 3.21. RBP Operator shall keep RBP Application in appropriate conditions to receive, check and process auction bids from validated Network User Members as detailed in the Operational Rules.
- 3.22. RBP Operator shall allocate to Network User Members capacities according to applicable rules either of ascending clock auction (annual yearly, annual quarterly

and rolling monthly auctions) or uniform price auction (rolling day-ahead and within-day auctions). RBP Operator shall allocate capacities according to the results of the relevant auction.

- 3.23. RBP Operator shall announce the results of the capacity auctions and inform the Network User Members and TSO Members according to the Operational Rules (Attachment 2), which shall be considered as the only official and authentic way of announcement of the auction results. The RBP Auction Confirmation shall be a document digitally signed by RBP Operator. The RBP Auction Confirmation is disclosing all relevant data regarding to the capacity booking contracts concluded between TSO Members and Network Users Members. This confirmation substantiates capacity contract(s) between TSO Members and Network User Members. All relevant terms and conditions other than those disclosed in the Auction Confirmation are subject to the applicable national regulation of the relevant TSO Member. These may include but are not limited to TSO Members' General Terms and Conditions, individual sample capacity booking contracts, Network Codes and Code of Conducts and shall be made accessible to Network User Members via TSO Member's official websites.
- 3.24. RBP Operator shall keep an archive of data and documents generated during the registration, bundling and auction process relevant to the Network User Members and TSO Members. RBP Operator shall provide access only to relevant data in the archive to Network User Members, TSO Members and authorities described by REMIT Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011.
- 3.25. RBP archives the original of the electronic capacity booking contracts concluded via the auction processes that contains the auction fee, the capacity booking fee, the description of the product and only referring to the other terms and conditions of the contracts. TSO Member shall provide all the contractual terms and conditions (other than the ones stipulated in the RBP Auction Confirmation) that are regarding to the individual capacity booking contracts thereof and archive them. TSO Member shall provide access only to relevant data in the archive to Network User Members, RBP Operator and authorities described by REMIT Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 and in Paragraph 3.24.
- 3.26. Network User Member is informed of the list of TSO Members, interconnection points and capacity products allocated via RBP. This information is available on RBP Portal.
- 3.27. RBP Operator, as agent of the TSO Members is operating RBP application and is in charge of the formal regularity of the auction processes, including the announcement of the results. Therefore RBP Operator is not responsible for any question/decision belonging to the scope of the TSO Members, and especially not responsible for contractual conditions set between the TSO Members and Network User Members.

4. Minimum requirements as to Rights and Obligations of TSO Member

- 4.1. Adjacent TSO Members shall agree about the interconnection point and capacity products they wish to allocate via the Regional Booking Platform. This agreement shall be done in a timely manner so as to enable all procedures of the Operational Rules (Attachment 2).
- 4.2. Network User Member is informed about TSO Members' entitlement and obligation to:
 - 4.2.1. Upload to and modify on RBP Application all relevant data that is necessary for capacity bundling. Unbundled capacities uploaded by TSO Member to RBP Application shall be considered as TSO Member's irrevocable binding offer for bundling and for concluding bundled capacity booking contract with successful Network User Member bidders.
 - 4.2.2. Validate registered Network User Members upon request of RBP Operator.
 - 4.2.3. Grant and maintain appropriate credit line registered and validated Network User Members. TSO Member shall be responsible for the determination and granting of the credit line for Network User Members per auction, the disclosure thereof the Network User Member and RBP as well as the consequences related thereto.
- 4.3. Receive aggregated as well as detailed auction results on the TSO Member's interconnector from RBP Operator in timely manner after the closure of any auctions.
 - 4.3.1. TSO Members shall be responsible for archiving and managing all the relevant contractual conditions data, and make it available for the Network User Members with which they concluded capacity booking contracts thereto.
- 4.4. TSO Members are responsible to inform Network User Members about all the relevant contractual conditions other than detailed in the RBP Auction Confirmation via their official websites

5. Rights and Obligations of Network User Member

- 5.1. Legal entities and natural persons shall be entitled to register themselves on RBP as Network User Member provided that the Applicant agrees in writing to the terms and conditions stipulates in Network User Member Agreement (Annex 3). Shall the registration data of the Network User Member change, it is to be provided to the RBP Operator without undue delay.
- 5.2. Registered Network User Member shall be entitled to register her/his RBP representatives (natural persons) acting on behalf of the respective Network User Member on the Regional Booking Platform.
- 5.3. Registered Network User Member shall undergo a validation procedure conducted by TSO Members in order to be able to participate in capacity auctions.

- 5.4. Network User Member validated by both TSO Members operating one Interconnection Point – be it physical or virtual - shall be entitled to access auctions and place, modify and withdraw auction bids for auctions run by RBP Operator for allocating capacity products at the relevant Interconnection Point. Network User Member's bidding activity shall be limited by the credit facilities granted to her/him by the TSO Members in question.
- 5.5. Once the relevant bidding round closes, Network User Member's valid bids shall become irrevocable binding commitments to book capacity to the amount requested per announced price, provided the clearing price of the auction is that announced in the relevant bidding round.
- 5.6. Network User Member acknowledges and approves that automatically generated RBP system message (Auction Confirmation) on the result of the successful auction shall create valid, effective concluded capacity booking contracts between TSO Members and Network User Member. All relevant conditions of such a capacity contract shall be stipulated in RBP Operator's official announcement on relevant auction results (auction Confirmation). All relevant terms and conditions other than those disclosed in the Auction Confirmation are subject to the applicable national regulation of the relevant TSO Member. TSO Members are responsible for informing Network Users Members about all the relevant contractual conditions other than detailed in the RBP Auction Confirmation without delay.
- 5.7. While exercising any of her/his rights or fulfilling any of her/his obligations of this Article 5, Network User Member shall always act upon the Operational Rules as prevailing at the time of conducting the relevant successful capacity auction.
- 5.8. Only Network User Member validated by both TSO Members operating one Interconnection Point – be it physical or virtual - shall be entitled to place, modify and withdraw auction bids for auctions run by RBP Operator for allocating capacity products at the relevant Interconnection Point. Network User Member's bidding activity shall be limited by the credit facilities granted to her/him by the TSO Members in question.
- 5.9. Network User Member acknowledges that capacity products are offered and allocated on the RBP Application via the applicable auction procedures. Capacity contracts are concluded upon successful auction procedure, as officially announced by the RBP Operator.
- 5.10. Network User Member acknowledges and approves that automatic RBP system message on the result of the successful auction (Auction Confirmation) shall create valid and effective concluded capacity booking contracts between upstream TSO Member and Network User Member for the exit point and between the downstream TSO Member and Network User Member for the entry point.
- 5.11. Network User Member has no right to refuse any capacity booking contract resulted from the successful auction
- 5.12. Network User Member undertakes that the contracted bundled capacity product will remain bundled with its originally contracted conditions under the whole term of the respective capacity booking contract, including resale as well.

- 5.13. Network User Member shall guarantee that from the Network User Member's information systems no harmful content will enter into RBP Operator's information systems and no act reducing the business and IT operations of RBP is undertaken.

6. Development and change request management of RBP

- 6.1. Network User Members and TSO Members of the Regional Booking Platform have the right to request development of new functions or to propose changes to existing functions with regard to the functionality and/or services of the Regional Booking Platform. TSO Members or Network User Members may submit such requests individually or collectively at any time.

7. Fees and expenses

Capacity allocation via auctions and related information provision services on RBP are free of charge for registered Network User Members, according to their access rights.

In case the operation of RBP shall be expanded with further, functions and services, RBP Operator is entitled to propose fees for additional functions and services.

8. Operational Rules of RBP

- 8.1. The Operational Rules cover the detailed business and technical operation of the Regional Booking Platform, including the technical steps of contracting procedure of capacity booking contracts. The acceptance of the Operational Rules is the precondition of the usage of the RBP as stated in the TSO Membership Registration Form and the Network User Membership Registration Form.
- 8.2. The Operational Rules of the RBP are developed by RBP Operator and shall be considered as integrated part of RBP. For informational purposes, the currently valid version of the Operational Rules is attached hereto. The officially applicable prevailing text thereof shall be provided by the RBP Operator on the RBP Portal.
- 8.3. RBP Operator is entitled to amend the Operational Rules from time to time, subject to the approval of the relevant regulatory authorities. Modifications in Operational Rules shall not introduce undue obstacle in exercising TSO Members' and/or Network User Members' rights and obligations arising from this Agreement. The new version of the Operational Rules of the Regional Booking Platform shall be published by RBP Operator and TSO Members at least 30 days before applying them.
- 8.4. RBP shall operate and communicate in English language. TSO Members' trade documents such as Business and Commercial Codes, capacity booking contracts

prevailing in Hungary and Romania, as well as the TSO Member's standard capacity booking contracts shall be available via official websites of TSO Members.

9. Provisions for Operating Hardware and Software Solutions, IT Security and Copyright

- 9.1. RBP Operator shall ensure the continuous availability and protection of RBP and its system elements as well as the confidentiality, integrity and availability of data processed and handled on RBP in a way that is proportionate to the arising risks.
- 9.2. While carrying out this responsibility RBP Operator shall act as detailed in Information Technology Provisions for RBP document (Attachment 3).
- 9.3. The information and data is fully subject to Hungarian law on copyright, trademarks and, in general, on intellectual property.
- a. The general structure, software, texts, know-how and more generally all information and content disclosed under this Agreement are the property of FGSZ or are subject to rights of use or exploitation. These elements are subject to copyright law.
 - b. Any full or partial representation, modification, reproduction, distortion, of all or part of these information, by any procedure whatsoever and in any medium whatsoever, constitutes an infringement sanctioned by Chapter XIII of Hungarian Copyright Act in line with the European Legislation.
 - c. This Agreement does not grant any licence for the use of general structure, software, texts, know-how and more generally all information and content belonging to FGSZ.

10. Term and Termination of Agreement

- 10.1. Present Agreement is signed for indefinite period. Effective date of Agreement is the date indicated below as signature date.
- 10.2. Termination
- 10.2.1. Termination on common consent

The Parties may terminate this Agreement at any time by written agreement between them upon such terms and conditions as they may agree; provided, however, that any such termination shall be in accordance with the Laws.
 - 10.2.2. Unilateral termination of the Agreement

Either Party may terminate this Agreement without cause by sending notice of termination to the RBP Operator 30 days before the intended termination of this Agreement.
 - 10.2.3. Termination for default

Network User Member or RBP Operator shall give a notice of intended termination of this Agreement upon the occurrence of any of the following events, limited but not excluded, unless such event results from an event of Force Majeure, a breach by Network User Member or RBP of this Agreement or Network User Member's/RBP's Default under this Agreement:

- a. Breach or non-performance of obligations under this Agreement, or the Operational Rules.
- b. The dissolution of Network User Member, except for the purpose of transformation, merger or re-organization which does not affect the ability of the entity established to perform the obligations of Network User Member under this Agreement.
- c. If TSO Member becomes bankrupt or a liquidation or winding up procedure is instigated against TSO Member under relevant national Laws.
- d. The transfer of any rights or obligations of Network User Member under this Agreement, otherwise than in accordance with the terms of this Agreement.
- e. If any of the Network User Members is not intended to support and take part in development of RBP according to Article 7 such Network User Member has the right to terminate the present Agreement.
- f. If any of the Network User Member disagree with the amendment of the RBP Operational Rules according to Paragraph 8.3, such Network User Members have the right to terminate the present Agreement by giving a notice within 8 days from publishing the modification of the RBP Operational Rules on the RBP Portal. The effective date of termination of such reason shall be on the day the modification of the RBP Operational Rules is to be applied.

10.2.4. The notification of termination is only valid in relation of the RBP and the Network User Member, who submits the termination or whose Membership is terminated. The effective day of the termination – if other is not stated – shall be 15 calendar days after reception of such notification. After receipt of the notification, the relevant Network User Member shall not enter into any further starting auctions on RBP.

10.3. For avoidance of doubts and confusion, Parties acknowledges that the termination of this Agreement out of any reason does not have any effect on the validity and force of the capacity booking contracts concluded via RBP Application.

11. Force Majeure

"Force Majeure" means any event or occurrence or combination thereof not within the control of the Party affected thereby and which by the exercise of due diligence such Party is unable to prevent or overcome and which restricts or prevents the performance of any

obligation arising from this Agreement, including, without limitation, the following events and occurrences to the extent those are in accordance with the foregoing:

- a. Any act of, or failure to act by, the lawful authorities, which prevents the execution of the Agreement, but excludes any Change in Law by the relevant state authorities.
- b. Any war, whether declared or not, hostilities, blockade, revolution, insurrection, riot, public disorder, requisition, seizure or nationalisation, restriction of export or import, the blockade of ports, docks, channels or other facilities required for shipping or navigation at, or within any place.
- c. National strike.
- d. Radioactive or chemical contamination and
- e. fire, unusual flood, earthquake, drought, storm, lightning, epidemic or quarantine and

for the avoidance of doubts, the non-availability of funds and financial difficulties shall not constitute an event of Force Majeure.

In case the Force Majeure takes longer than 30 calendar days, Parties shall negotiate on the sustainability of their cooperation. As a result of this negotiation, Parties might terminate this Agreement. In this case, the final settlement of the RBP Membership Agreement shall take place and it shall cover all pending issues related to operational costs of RBP.

12. Confidential Information

Each Party agrees that it shall ensure that its agents, employees and officers (including members of the board of directors and the supervisory board) will hold in confidence all information, documentation, data, know-how or business secrets designated in writing as "confidential" ("Confidential Information"), and shall not disclose to any third party or use such Confidential Information or any part thereof without such other Party's prior written approval (except for the use for this Agreement). The Parties agree to limit the number of persons within their respective organization to whom the Confidential Information is disclosed to the absolute minimum necessary to properly enable either Party to fulfil their obligations under this Agreement.

The restrictions in this Article 12 shall not apply, or shall cease to apply, to any part of the Confidential Information that:

- a. Is in the public domain other than by reason of a breach of Article 12.
- b. Was in the possession of the recipient Party or an agent, employee, officer or shareholder of the recipient Party at the time of the disclosure.
- c. Was obtained by the recipient Party in good faith from a third party entitled to make disclosure thereof.

- d. Was required to be disclosed to the competent authorities and courts pursuant to Laws, or
- e. was disclosed to financial institutions, bona fide potential purchasers and consultants and contractors whose duties reasonably required such disclosure, provided that, except for a bona fide disclosure to independent legal advisors, such other party shall first have agreed not to disclose the relevant Confidential Information to any other person for any purposes whatsoever.

The provisions of this Article 12 shall continue to be in effect for 5 years after the termination or expiry of this Agreement.

13. Governing Law

The rights and obligations of the Parties under this Agreement shall be governed by the laws of Switzerland and the interpretation of this Agreement shall be governed by the definitions.

14. Dispute Resolution Procedure

If any dispute, controversy or claim of any kind whatsoever ("Dispute") shall arise between RBP Operator and Network User Member in connection with or arising out of this Agreement, the Parties shall first attempt to settle such Dispute within 30 days of the first written notice about the Dispute being sent by one Party to the other, by good faith negotiations.

If the Dispute cannot be settled within 30 days by discussions then any Dispute, arising out of or in relation with this Agreement, including the validity, invalidity, breach of contract the Agreement and termination provisions thereof shall be settled by arbitration in accordance with Swiss Rules of International Arbitration of the Swiss Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these Rules. The seat of arbitration proceedings shall be conducted in Zürich, Switzerland.

Any arbitration in accordance with this Article 14 shall take place before a panel of three arbitrators. Out of the three (3) arbitrators one arbitrator shall be appointed by RBP Operator, one by Network User Member and the third arbitrator shall be mutually agreed by the Parties. If the Parties are unable to agree upon the identity of such third arbitrator within ten (10) days from the date of referral of the Dispute to arbitration, such arbitrator shall be appointed by the previously appointed two arbitrators.

The arbitration procedure held upon this Article 14 shall be conducted in English language.

15. Representation and warranties

Each of the Parties hereby represents and warrants to the other Party that:

- a. It is duly incorporated and existing under the Laws of its jurisdiction and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof, and that there are no proceedings pending, or to the best of its knowledge, threatened for the liquidation of it.
- b. All Regulatory Licenses required to have been obtained or effected for the operation under the applicable Laws at the date when this representation is given have been obtained or effected (as the case may be).
- c. There are no actions, suits, or proceedings pending or, to the Party's knowledge, threatened, against or affecting the Party before any court or administrative body or arbitral tribunal that might adversely affect the ability of the Party to meet and carry out its obligations under this Agreement, and
- d. this Agreement has been duly authorised by all corporate action and constitutes the legal, valid and binding obligations of such Party, enforceable in accordance with the terms hereof and will not contravene any provision of, or constitute a default under any other agreement or instrument to which it is a party or by which it or its property may be bound or any of the Laws.

16. Waiver of sovereign immunity

RBP Operator and Network User Member each unconditionally and irrevocably:

- a. Agrees that the execution and performance by it of this Agreement constitute private and commercial acts rather than public, administrative or governmental acts.
- b. Agrees that, should any proceedings be brought against it or its assets, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets.
- c. Waives any right of immunity which it or any of its assets, except for state-owned assets now has or may acquire in the future in any jurisdiction, and
- d. consents generally in respect of the enforcement of any judgment against it in any such proceedings in any jurisdiction (including, without limitation, enforcement or execution against or in respect of any of its property whatsoever irrespective of its use or intended use).

17. Notices

Unless expressly otherwise provided for in this Agreement, all notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the person indicated below and shall be delivered personally or sent by prepaid post or by fax. All notices given by fax shall be confirmed in writing delivered or sent as aforesaid but the failure to give such confirmation shall not invalidate the original notice. The language of all notices shall be the English language. The addresses for service of Parties and their respective fax number shall be:

a. In the case of FGSZ:

Address: Tanácsház utca 5, Siófok H-8600

Fax No.: +36-84-505-592

Attention: János László Féher - CEO

b. In the case of Network User Member:

Address:

Fax No.:

Attention: { ...Name...},{...Title...}

or such other addresses and fax numbers as any Party previously notified to the other party in accordance with this Article 17 .

All notices shall be effective upon actual receipt.

18. Severability of Provisions

If any arbitral tribunal under Article 14 holds that any provision of this Agreement is invalid, void or unenforceable, such invalidity, voidness or unenforceability shall only apply to that provision and shall not render the entire Agreement or any other provision hereof invalid, void or unenforceable and all other provisions hereof shall remain in full force and effect unless the Parties would not have entered into this Agreement without such invalid, void or unenforceable provisions.

19. Waiver

No waiver by either Party of its rights related to the event in which the other Party fails to perform any of the provisions of this Agreement:

- a. shall operate or be construed as a waiver of its rights in the event of any other or further default whether of a like or a different character; or
- b. shall be effective unless made in writing in the form of a declaration on waiver and duly executed by a duly authorized representative of the Party making such waiver.

Neither the failure by either Party to insist on any occasion on the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other shall act as a waiver of rights it is entitled to in the event of such breach or acceptance of any other variation of the terms of this Agreement.

20. Amendment

This Agreement may only be amended or modified by a written instrument signed by both Parties.

21. Entire Agreement

This Agreement represents the entire understanding between the Parties in relation to this subject matter hereof. All prior written or oral understandings, offers or other communications of every kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

22. Further Acts and Assurances

Each of the Parties agrees to execute and perform all such further acts and things as may be necessary or makes or may make it more convenient to perform the provisions of this Agreement.

23. Assignment

Neither Party may assign its rights or transfer its obligations hereunder except in compliance with the Laws and in accordance with the provisions of this Article 23. The Parties agree that if the Laws allow the assignment of rights and/or the transfer of obligations, a further condition for such assignment or transfer shall be the prior consent of both Parties to such assignment or transfer.

24. Other Contractual Arrangements

The Parties shall be entitled to enter into contractual arrangements with other parties only to the extent that such arrangements do not prevent them from fulfilling their obligations hereunder.

25. Binding Nature

This Agreement shall be binding upon the Parties hereto and their respective successors and assignees.

26. Number of Copies of Agreement

The present Agreement has been duly signed in two (2) originals; each Party shall be entitled to one-one (1-1) original.

27. List of the Attachments

1. CAM Network Code, adopted version (in English, Hungarian and Romanian)
2. Operational Rules of the Regional Booking Platform
3. Information Technology Provisions
4. Network User Registration Form (online)

..... ,

On behalf of RBP Operator

János László Féher

CEO

On behalf of Network User Member

.....

.....