



# **Network User Membership Agreement**

*Annex I. of the Operational Rules of the Capacity Booking Platform (Regional Booking Platform)*

**Applicable from 9 September 2024**

Amendment No. 1. of the NUMA of RBP

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**Network User Membership Agreement for the Usage  
of the Capacity Booking Platform (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: ING Bank N.V. Magyarországi Fióktelepe

Bank account number: HU08 1370 0016 0420 0013 0000 0000

SWIFT code: INGBHUHB

Statistic code: 12543331-4950-114-14

VAT number: 12543331-2-14

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

referred to as **RBP Operator**

**and**

...

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Seated:

Postal address:

Account keeping financial institution:

Bank account number:

SWIFT code:

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.

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### 1. Subject of the Agreement

The Regional Booking Platform (hereinafter RBP) offers and allocates standard and non-standard bundled and unbundled capacity products on behalf of System Operator Members to Network User Members at entry and exit points as listed on RBP's official website (<https://ipnew.rbp.eu/RBP.eu/>) through the RBP Application according to Capacity Booking Platform Regulation (RBP Operational Rules) hereinafter referred as Operational Rules, as well as it provides secondary capacity trading and other services.

- 1.1. The RBP Operator undertakes to provide access for Network User Members to the RBP Application.
- 1.2. The RBP Operator provides Network User Members with the service to bid for and obtain allocated capacity products as unbundled or bundled capacity product complying with the CAM NC.
- 1.3. 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.
- 1.4. The Network User Member acknowledges that RBP might be expanded and developed by the RBP Operator.
- 1.5. The definitions used in the Agreement are equivalent to those of the Operational Rules.

### 2. Rights and Obligations of RBP Operator

- 2.1. It is the right and the obligation of the RBP Operator to elaborate and maintain the Operational Rules.
- 2.2. The RBP Operator shall be obliged to provide the System Operator Members and Network User Members upon their request with access to the RBP Application as defined in the Commission Regulation (EU) 2017/459 hereinafter referred to as CAM NC and the Operational Rules.
- 2.3. RBP Operator shall be obliged to automatically take into account the necessary regulatory changes when developing RBP. This shall be carried out within the framework of the RBP Operator's established development and change request protocol.
- 2.4. The RBP Operator acknowledges its obligation to ensure RBP's continuous operation: 24 hours availability per 7 days a week. The list of the hardware and software essential for the operation of the RBP as well as the BCP (Business Continuity Plan) and DRP (Disaster Recovery Plan) processes are accessible on the RBP portal under the Information Technology Provisions. The RBP Operator shall be entitled to fulfil its contractual obligations arising from this Agreement via subcontractors as well.
- 2.5. The RBP Operator's obligation to ensure RBP's continuous operation shall exist within the framework of the current state of technology and the technological availability of RBP. The RBP Operator shall be entitled to 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 and telecommunication networks, breakdown of RBP caused by hardware or software error within or outside of RBP. The RBP Operator shall notify immediately the affected System Operator Members and Network User Members. The RBP Operator shall make all necessary efforts within the limits of what is economically justifiable in

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order to restore all functions and services of RBP within the shortest possible time. System Operator Members' and Network User Members' rights and obligations using RBP shall be considered as lifted in such cases.

- 2.6. The RBP Operator shall operate RBP as stipulated in the Operational Rules.
- 2.7. Network User Members access RBP on a certificate or multicator authentication based, personalised access. Legal or natural persons willing to apply for Network User Member representative or Network User Member controller access to RBP's services, as stipulated in the Operational Rules, shall complete the Network User Member Registration Form available on RBP Portal accordingly.
- 2.8. Network User Members' access to the capacity auctions of TSO Members depends on the validation of the System Operator Member(s) according to the Operational Rules.
- 2.9. The RBP Operator acknowledges and provides that Network User Members' access rights to RBP and bidding rights on the relevant RBP auctions validated by relevant System Operator Members at a network point cannot be denied by the RBP Operator itself.
- 2.10. The 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.
- 2.11. The RBP operator guarantees the management and protection of all confidential or sensitive data. Confidential information shall only be accessible by the relevant Party or Parties. Information on the RBP Operator's data protection policy is available under the <https://rbp.eu/privacy-policy> web address.
- 2.12. In case of allocating unbundled capacities, the RBP Operator shall act according to the System Operator Member's decision.
- 2.13. In case of allocating bundled capacities, the RBP Operator shall process unbundled capacities uploaded by System Operator Members and bundle them into bundled capacity according to the Operational Rules.
- 2.14. Having completed the bundling process, the RBP Operator shall act upon the relevant System Operator Member's decision regarding the remaining unbundled capacity.
- 2.15. The RBP Operator shall organise and conduct ascending clock or uniform price capacity auctions in accordance with the Operational Rules and the Auction Calendar. The RBP Operator shall publish the agreed Auction Calendar on the RBP Portal and in the RBP Application as well.
- 2.16. In the ascending clock and uniform price capacity auctions, the RBP Operator acts as the agent of the System Operator Member(s). Acting within this role, the RBP Operator offers the capacity products to Network User Members and announces the result of the auctions on behalf of the System Operator Member(s).
- 2.17. The RBP Operator shall keep the RBP Application in appropriate conditions to receive, check and process auction bids from validated Network User Members as detailed in the Operational Rules.
- 2.18. The RBP Operator shall allocate capacities to Network User Members according to the result of the relevant auction.

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- 2.19. The RBP Operator provides secondary capacity trading and other services for the Network User Members according to the Operational Rules.
- 2.20. The RBP Operator shall announce the results of the capacity auctions and inform the Network User Members and System Operator Member(s) according to the Operational Rules.
- 2.21. The Auction Result Confirmation shall be considered the only official and authentic way of announcement of the capacity allocated via the given auction. The RBP Auction Confirmation shall be a document digitally signed by RBP Operator. This confirmation substantiates contract(s) between System Operator Member(s) and Network User Members. All relevant terms and conditions other than those disclosed in the Auction Result Confirmation are subject to the applicable national regulation of the relevant System Operator Member.
- 2.22. The RBP Operator shall keep an archive of data and documents generated during the registration, and auction processes relevant to the Network User Members and System Operator Members, including the Auction Result Confirmations for 10 calendar years, at least.
- 2.23. The System Operator Member shall provide all contractual terms and conditions (other than those stipulated in the Auction Result Confirmation) that are relevant to the individual contracts.
- 2.24. Network User Members shall be informed of the list of System Operator Members, network points and capacity products allocated via the RBP. This information shall be available on the RBP Portal.
- 2.25. The RBP Operator, as agent of the System Operator Members operates the RBP Application and shall be in charge of the regular operation of the auction processes, including the announcement of the results as well. Except for the TSO Member operating the RBP, the RBP Operator shall not be responsible for any question and decision within the authority of the System Operator Members and shall expressly not be responsible for contractual terms and conditions established between the System Operator Members and Network User Members.
- 2.26. The RBP Operator is not obliged to check the fact that the bid is submitted by Network User and shall not be liable for the content of the bid submitted by Network User Member. These are the sole responsibility of the Network User Member.

### **3. Minimum Requirements regarding the Rights and Obligations of System Operator Members**

- 3.1. System Operator Members shall agree with the RBP Operator about the network points and capacity products to be allocated on the RBP. This agreement shall be done in a timely manner so as to enable the running of all procedures of the Operational Rules.
- 3.2. The rights and obligations of the System Operator Members towards the Network User Members are the following:
  - a. to authorise the participation in a given capacity auction,
  - b. to set and maintain the financial limit of registered and validated Network User Members.
- 3.3. System Operator Members shall be responsible for archiving and managing all their contractual terms and conditions and make it available for those Network User Members with which they concluded contracts thereto.

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- 3.4. System Operator Members shall be responsible to inform Network User Members about all relevant contractual terms and conditions other than detailed in the RBP Auction Result Confirmation via their official website.
- 3.5. The System Operator Member is not obliged to check the fact that the bid is submitted by the Network User Member and shall not be liable for the content of the bid submitted by the Network User Member. These are the sole responsibility of the Network User Member.
- 3.6. The System Operator Member shall immediately notify the RBP Operator via e-mail ([support@rbp.eu](mailto:support@rbp.eu)) about any error occurred during the use of the RBP Application or the RBP Portal.

### **4. Rights and Obligations of Network User Members**

- 4.1. Legal entities and natural persons shall be entitled to register themselves on RBP as Network User Member. By signing the present Agreement, the Applicant Network User expressly accepts and agrees with the terms and conditions stipulated in the Operational Rules
- 4.2. Should the registration data of the Network User Member change, it is to be provided to the RBP Operator without undue delay.
- 4.3. Registered Network User Member shall be entitled to register their representatives (natural persons) acting on behalf of the respective Network User Member on the RBP.
- 4.4. Registered Network User Member shall undergo a validation procedure conducted by System Operator Member(s) in order to be able to participate in capacity auctions.
- 4.5. Network User Member validated by the relevant System Operator Member(s) operating a given entry/exit point – let it be either physical or virtual – shall be entitled to access the capacity auctions run for the relevant entry/exit point and place, modify and withdraw bids for the relevant auctions run by the RBP Operator. Network User Member's bidding activity shall be limited by the financial limit set by the relevant System Operator Member(s).
- 4.6. It is the Network User's sole responsibility to check the fact that its own bid is submitted and the content of the bid, regardless of the way of submitting the bid.
- 4.7. Once the relevant bidding round closes, and Network User Members have valid bid or bids, such bid(s) 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.
- 4.8. Network User Member acknowledges and approves that the Auction Result Confirmation about the result of the successful auction shall create valid, effective and concluded contract between the relevant System Operator Member(s) and the Network User Member. All relevant conditions of such a contract shall be stipulated in RBP Operator's Auction Result Confirmation. All relevant terms and conditions other than those disclosed in the Auction Result Confirmation are subject to the applicable national regulation of the relevant System Operator Member. System Operator Members shall be responsible for informing Network Users Members about all the relevant contractual conditions other than detailed in the RBP Auction Result Confirmation.

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- 4.9. Network User Member validated by the relevant System Operator Member(s) operating a given entry/exit point – let it be either physical or virtual - shall be entitled to access the capacity auctions run for the relevant entry/exit point and place, modify and withdraw bids.
- 4.10. The Network User Member accepts that capacity products shall be offered and allocated on the RBP Application via the applicable auction procedures. Contracts shall be concluded upon successful auction procedure, as officially announced by the RBP Operator via the Auction Result Confirmation.
- 4.11. Network User Member has no right to withdraw from any contract resulting from a valid and successful auction.
- 4.12. Network User Member accepts that bundled capacity products shall remain bundled with its originally contracted conditions under the whole duration of the respective contract, including secondary capacity market and CMP transactions.
- 4.13. Network User Member shall immediately notify the RBP Operator via e-mail ([support@rbp.eu](mailto:support@rbp.eu)) about any error occurred during the use of the RBP Application or the RBP Portal.
- 4.14. 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 by the Network User Member.

### 5. Development and Change Request Management on RBP

- 5.1. Network User Members and System Operator Members of the RBP have the right to request development of new functions or to propose changes to existing functions with regard to the functionality and services of the RBP.
- 5.2. System Operator Members or Network User Members may submit such requests individually or collectively at any time.
- 5.3. The RBP Operator is obliged to examine the development or change request and provide information in written form about its:
  - a. feasibility,
  - b. implementation time,
  - c. cost.
- 5.4. The System Operator Member(s) or Network User Member(s) shall decide and notify the RBP Operator in a written notice whether to sustain their development or change request or to abandon it based information provided by the RBP Operator.
- 5.5. The costs of the development or change request shall be attributed individually or collectively, as appropriate, to the System Operator Member(s) or Network User Member(s) submitting and sustaining the development or change request.

### 6. 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, the RBP Operator, in accordance with the decision of the System Operator Members, shall be entitled to propose fees for



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additional functions and services, which is governed by a separate agreement of the relevant parties related to the specific service.

### 7. Special Provisions for Mosonmagyaróvár Network Point

- a. By duly signing the present Amendment No. 1., the Network User Member agrees, accepts and acknowledges that the following provisions of the Operational Rules shall not or shall differently apply to Gas Connect Austria GmbH and FGSZ Ltd. at the interconnection point Mosonmagyaróvár (EIC: 21Z000000000003C).
- b. Solely in relation to Gas Connect Austria GmbH:
  - Article 2.3. par. 2.
  - Article 3.2. in its entirety.
  - Article 3.6. in its entirety.
  - Article 3.10. in its entirety.
  - Article 5.1. in its entirety.
  - Article 11.1.1. the title shall be read without “or as bundled or unbundled capacity product”
  - Article 11.1.2. the title shall be read without “or as bundled or unbundled capacity product”
  - Article 11.1.3. the title shall be read without “or as bundled or unbundled capacity product”
  - Article 12. xiii. in its entirety.
  - Article 12. xvii. in its entirety.
  - Article 15. v., vi. and ix. in their entirety.
  - Article 16. in its entirety.
- c. Jointly in relation to Gas Connect Austria GmbH and FGSZ Ltd as adjacent TSOs:
  - Article 2.4. in its entirety.
  - Article 3.1. the title shall be read without “Bundled and unbundled”
  - Article 3.1. shall be read as follows:
    - The title shall be read without “Bundled and unbundled.”
    - “Based on the rules described in the CAM NC, RBP offers the possibility to adjacent TSO Members or other system operators for offering their capacity jointly in bundled and unbundled capacity auctions.
    - Network Users shall be able to obtain such capacities via auctions as defined in the CAM NC.”
  - Article 12. ii. a) shall be read as follows:
    - “in case of capacities allocated in a bundled way, the capacity offered by the TSO Member will undergo a bundling procedure. The ‘Set’ status indicates that the capacity bundling has taken place.”
  - Article 12. xii. in its entirety.

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For the sake of clarity, the exceptions listed in this section do not apply to capacity allocated at any other network point, in case it is allocated at the RBP.

### **8. Provisions for Operating Hardware and Software Solutions, IT Security and Copyright**

- 8.1. The RBP Operator shall ensure the continuous availability and protection of the RBP Application and the RBP Portal and its system elements as well as the confidentiality, integrity and availability of data processed and handled on the RBP Application in a way that is proportional to the arising risks.
- 8.2. While carrying out this responsibility, the RBP Operator shall act as detailed in Information Technology Provisions.
- 8.3. The RBP Application and the RBP Portal are 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 the RBP Operator (FGSZ Ltd.) or RBP Operator (FGSZ Ltd) has the exclusive rights to use or exploitation.
  - b. Any unlicensed use, modification, reproduction, distortion, of all or part of RBP Application and the RBP Portal, constitutes an infringement that may involve legal proceedings.
  - c. This Agreement does not grant any licence for the use of general structure, software, texts, know-how and more generally any information content.

### **9. Limitation of Liability**

The Network User Member accepts that it is its sole duty to assess the risks related to the usage of the RBP Application and the RBP Portal, as well as it is the Network User Member's responsibility to ensure the safe operation of its own information technology systems and the protection of the data stored therein. The Parties agree that the RBP Operator excludes all liability for compensating damages except in the cases of wilful harm, gross negligence or criminal offense.

The Parties expressly agree that the RBP Operator's liability is excluded for any consequential damage (loss of profit or business, indirect damages, loss of business opportunities, commercial damage or loss of revenue, etc.).

The RBP Operator shall not be liable for any damage caused by Force Majeure, or other events outside its control, including, but not exclusively:

- a. the use of RBP or its malfunction,
- b. caused by the delay of information transmission,
- c. caused by computer viruses,
- d. software error, Internet network error or other error of technical kind,
- e. line or system error.

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The Parties agree that free service provision to the Network User by the RBP Operator compensates the Network User's disadvantage of excluding the RBP Operator's liability for contractual breaches in the above cases.

In case of termination of the present Agreement due to contractual breach by the Network User Member, the RBP Operator reserves the right to claim damage compensation.

In any case, where the RBP Operator may be held liable for damages, the Parties expressly agree that the aggregated annual amount of compensation to be paid by the RBP Operator to the other Party cannot exceed HUF 25,000,000 (twenty-five million Hungarian forints)/year.

### **10. Term and Termination of Agreement**

10.1. Present Agreement is signed for indefinite period. The entry into force of the Agreement is the date indicated below as signature date by the Parties

10.2. Termination

10.2.1 Termination by mutual agreement

The Parties may terminate this Agreement at any time by written agreement upon mutually agreed terms and conditions; provided that any such termination is lawful.

10.2.2 Ordinary Termination

Either Party may terminate this Agreement without cause by sending a written notice of termination to the RBP Operator 30 days prior to the intended termination date.

10.2.3 Extraordinary Termination

The Network User Member or the RBP Operator may terminate the Agreement by giving a written notice of termination upon the occurrence of any of the following events, unless such event results from an event of Force Majeure:

- a. Repeated or major breach or non-performance of the obligations of this Agreement, or the Operational Rules,
- b. If the Network User Member disagrees with the amendment of the RBP Operational Rules. In this case the Network User Member shall have the right to terminate the present Agreement by giving a written notice within 15 days from publishing the modification of the Operational Rules on the RBP Portal. The effective date of termination in this case shall be on the day when the modification of the Operational Rules enters into force.

10.2.4. The termination shall only be valid in relation of the RBP Operator and the Network User Member that submits the termination notice or whose membership is terminated. After receipt of the termination notice the relevant Network User Member shall not be entitled to take part in any further capacity auction on RBP.

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10.3. The Parties acknowledge that the termination of this Agreement due to any reason does not have any effect on the validity and enforceability of the contracts concluded via the RBP Application.

### **11. Force Majeure**

If the fulfilment becomes impossible due to causes for which none of the Parties are responsible, the Agreement shall not terminate automatically. The Party, which first becomes aware of the cause, shall be obliged to inform the other Party in written form immediately, explaining the cause and circumstances, and initiate consultation within 8 days. The consultation shall be done within 10 days.

The Parties shall record the minutes of the consultation, in which they register their agreement containing the efforts to be made to remedy the cause of Force Majeure, their responsibilities and, in case if it is possible, the required period of time for the action.

Unless agreed in written form by the Parties, the required period of time to remedy the cause of the Force Majeure shall be added to the above consultation deadlines.

In case the Force Majeure is expected to last longer than 30 days, and no agreement is reached, the Agreement shall terminate on the following calendar day.

In case when no agreement is reached between the Parties in the consultation, the Parties shall proceed with the settlement related to the termination of the Agreement without any undue delay, if required.

If the Force Majeure is outside of the liability of the Party, the Party shall be obliged to demonstrate a written notice issued by the competent authority about the Force Majeure upon the request of the other Party if this is possible.

Parties shall be obliged to immediately inform each other in a written form about the expected occurrence of the Force Majeure or the impossibility of the fulfilment, and its expected timeframe. The Party providing no or delayed information shall be held liable for any damages arising from the lack of timely information about the Force Majeure even in the case when none of the Parties, or the other Party is held responsible for the Force Majeure.

### **12. Confidential Information**

By signing and fulfilling the present Agreement, the Parties declare that all information or data coming to their knowledge in any way regarding the other Party and its activities shall be considered as business secret, which they are not allowed to disclose to any Third Party. The Parties shall not make such information accessible and cannot use the information for purposes other than the fulfilment of the present Agreement.

The said confidentiality obligations do not include information:

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- a. which is accessible for the public, or which shall become public beyond the competence of the receiving Party in the future,
- b. which have already been provably known by the receiving Party prior to the Agreement, or
- c. which have become known by the receiving Party through a Third Party not bound by a confidentiality agreement regarding the Party that the information refers to,
- d. which was required to be disclosed pursuant to laws, market regulations, ordinances of competent authorities or courts, up to the pre-set limit and predefined entities.

Confidentiality obligations shall not be affected by the termination or expiry of the Agreement. The provisions of the present Article shall continue to be in force for 5 years after the termination or expiry of the present Agreement.

### **13. Governing Law**

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

### **14. Dispute Resolution**

If any dispute, controversy or claim of any kind whatsoever ("Dispute") shall arise between the Parties in connection with or arising from this Agreement, the Parties shall attempt to settle them in good faith.

The Parties agree that disputes related to the present Agreement that cannot be settled in good faith shall be referred to the exclusive jurisdiction of the District Court of Siófok or the Tribunal of Kaposvár, depending on the value of the claim according to the Code of Civil Procedure.

### **15. Representation and Warranties**

Parties hereby represents and warrants the following to the other Party:

- a. It is legally registered and operates according to the relevant laws, it is aware on the requirements, conditions of this Agreement, it is not subject to insolvency proceedings and, to the best of its knowledge, is not in danger of bankruptcy.
- b. On the effective date of this Agreement it owns all legally required licenses necessary for the operation.
- c. There is no ongoing lawsuit against it and there is no claim or ongoing process in any court or administrative body which may adversely affect the obligations under this Agreement,
- d. This Agreement is concluded based on full corporate approval, meets all legal requirements and does not violate any of the provisions of other agreements or commits misconduct against the provisions of other agreements, and does not violate any law.
- e. The Parties warrant and guarantee that the personal data received by them in connection with this Agreement or processed in any way, whether in connection with the conclusion or

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performance of the contract, will be processed in accordance with the applicable legal provisions on the protection of personal data, in particular the provisions of Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information and the EU General Data Protection Regulation (GDPR) 2016/679/EU.

### **16. Contact details and data management**

All notices or other communications to be given or made hereunder shall be in writing, primarily by e-mail. Notifications must be addressed to the person indicated below and sent in person or by registered letter or e-mail. Postal notifications become effective on the day they are received, email notifications on the day they arrive on the recipient's server. In connection with the termination or modification of the Agreement, only the notices of the duly signed declaration per personal or registered mail, as well as the electronically signed declaration by email, are applicable and become effective on the day of delivery.

a. In case of the RBP Operator:

Address: Tanácsház utca 5, Siófok 8600

Attention: FGSZ Ltd., RBP Operation

E-mail: support@rbp.eu

b. In case of the Network User Member:

Address:

Attention:

E-mail:

Modification of the above contact data does not require modification of the Agreement, the other Party must be notified in writing in advance.

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### **17. Severability of Provisions**

If in accordance with the decision of any court stipulated in this Agreement any provision of this Agreement is invalid, void or unenforceable, such invalidity, or effect applies only to the given provision and does not affect the entire Agreement or any other provision of the Agreement and the other provisions will remain in force and effect, unless the Parties would not have concluded the Agreement without that invalid, void or unenforceable provision.

### **18. 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 not 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. The failure of either Party to require compliance with the terms and provisions of this Agreement, or the granting by either Party to the other of any delay or concession, whether for time or otherwise, shall not constitute a waiver.

### **19. Amendment**

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

### **20. 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 any kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

### **21. Assignment**

Neither Party may assign its rights or transfer its obligations hereunder without the other Party's prior written approval.

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**22. Number of Copies**

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

Dated..... , .....

On behalf of RBP Operator:

.....

On behalf of the Network User Member:

.....

*Electronically signed document.\**  
*\*If the document is signed electronically.*

Annexes:

1. REMIT Reporting Agreement (If applicable)



Annex No. 2.

<REMITContractNumber>

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**AGREEMENT ON REPORTING ON BEHALF OF ENTITIES WISHING TO REPORT RECORDS OF SECONDARY MARKET TRANSACTIONS ACCORDING TO REMIT IMPLEMENTING REGULATION NO. 1348/2014 EC**

Hereinafter referred to as “**Agreement**”,

Concluded between

**FGSZ Földgázszállító Zártkörűen Működő Részvénytársaság**

Registered seat: 8600 Siófok, Tanácsház u. 5.  
Mailing address: 8600 Siófok, Tanácsház u. 5. (Pf. 102.)  
Account holding bank: OTP Bank Nyrt.  
SWIFT (BIC): OTPVHUHB  
IBAN account number: HU21 1176 3945 0141 8888 0000 0000  
Invoicing address: FGSZ Zrt. Számvitel 8601 Siófok Pf. 8.  
Statistics number of the Company: 12543331-4950-114-14  
Tax number: 12543331-2-14  
Court of Registration and company registration No.: Court of Registration of the Court of Justice of Kaposvár  
Cg: 14-10-300230  
hereinafter referred to as “**RRM Service Provider**”

and

**Name**

Registered seat:  
Mailing address:  
Address for receipt of invoices:  
Account holding bank:  
IBAN Bank account number:  
SWIFT (BIC):  
Statistics number of the Company:  
Tax number:  
Court of Registration and company registration No.:  
hereinafter referred to as “**Network User**”,

Hereinafter jointly referred to as “**Parties**”.

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Having regard to the

- a) REGULATION (EU) No 1227/2011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011 on wholesale energy market integrity and transparency hereinafter **REMIT Regulation**,
- b) COMMISSION IMPLEMENTING REGULATION (EU) No 1348/2014 of 17 December 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 **REMIT Implementing Regulation**,
- c) ACER REMIT Requirements for the Registration of Registered Reporting Mechanisms (RRMs) of 7 January 2015 hereinafter **RRM Requirements**,
- d) RRM status obtained by FGSZ from ACER with reference code A00009913.HU, category „**RRM services available to any Market Participant**”,
- e) Commission Decision (EU) 2020/2152 of 17 December 2020 on fees due to the European Union Agency for the Cooperation of Energy Regulators for collecting, handling, processing and analysing of information reported under Regulation (EU) No 1227/2011 of the European Parliament and of the Council introducing REMIT fees for RRMs,
- f) status of **Organised Market Place** of the Regional Booking Platform as of Article 2(4) of REMIT Implementing regulation

The Parties agreed:

### 1. Subject of the Agreement

On the request of the Network User and based on ACER's specifications the RRM Service Provider undertakes to provide the Network User with and report to ACER the REMIT data of the secondary capacity allocation contracts concluded between the Network User and its counterparty using the RBP capacity trading platform operated by RRM Service Provider.

- 1.1 The reporting activity is performed according to the conditions of the REMIT Implementing Regulation and fulfils the requirements of REMIT Transaction Reporting User Manual (TRUM) and REMIT Manual of Procedures on Transaction Data and Fundamental Data and Inside Information Reporting (MoP).

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**2. Reporting Services**

2.1 The reporting activities are performed according to art. 3, par. 1(b)(ii), (iii) of REMIT Implementing Regulation and the 4th table of its Annex.

2.1.1 All data generated from the RBP database and submitted as valid data to ACER complies with the following technical requirements for data generation:

- all data will comply with the file naming convention,
- all data will be correctly formatted in accordance with the XSD schema for the data type being submitted
- all data will be correctly signed and encrypted in accordance with the secure data exchange protocol

2.2 The quality of the data submitted by the RRM Service Provider will be granted by its conformity with the required XML schemas specified by ACER.

2.3 The RRM Service Provider confirms that it meets the standards defined in the Technical Specifications for RRM's issued by ACER. The integrity of the data is granted by the digital signature of the reports.

2.4 The reporting frequency and timing are based on the requirements of the REMIT Implementing Regulation.

**3. Assignment, use of Third Party RRM**

3.1 The Parties agree that the RRM Service Provider will be entitled to request the services of Third Party RRM in order to facilitate the submission of reportable data, inter alia in case any unforeseeable difficulty occurs in relation with its data submission process.

**4. Service Fee**

The yearly fee of the service is

2,606.80 EUR+VAT (if applicable) for the calendar year of 2024.

The fee shall be updated in every subject year with the data of December preceding the subject year of the data line of 'European Union – 27 countries (from 2020)' of Eurostat 'HICP – monthly data (12-month **average** rate of change)' database <sup>1</sup>.

Service fee YYYY = (Service fee YYYY – 1) \* (HICP – monthly data (12-month average rate of change), European Union – 27 countries (from 2020), December YYYY -1)

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<sup>1</sup> [https://ec.europa.eu/eurostat/databrowser/view/prc\\_hicp\\_mv12r/default/table?lang=en](https://ec.europa.eu/eurostat/databrowser/view/prc_hicp_mv12r/default/table?lang=en)

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**5. Invoicing and Payment**

- 5.1 The RRM Service Provider submits the invoice of the reference year to Network User latest by the 10<sup>th</sup> of the first month following the effective date of the Agreement, and by the 10<sup>th</sup> of March of each relevant subject year. The accounting period is one calendar year. The date of completion is defined according to the Act No. CXXVII.2007 on VAT. The RRM Service Provider shall indicate the accounted period on the invoice. In case the accounting period is shorter than a calendar year due to the entry into force of the Agreement or the termination of the Agreement, the service fee shall be calculated and invoiced in proportion to the period (days) until the end of the calendar year or until the termination date, considering a year of 365 calendar days.
- 5.2 The Network User shall transfer the yearly fee within 15 days after the invoicing to the bank account of the RRM Service Provider. The invoice is considered to be financially settled when the total amount has been credited to the RRM Service Provider's bank account. If the payment deadline falls on a bank holiday, the payment will be affected on the first business day thereafter.
- 5.3 If the Network User does not pay the fee until the deadline, the RRM Service Provider charges default interest on the given amount as defined in the Civil Code. 6: § 155 (1), for the duration of the delay until the date on which the payment is completed. The amount of the default interest calculated on the basis of 360 days/year, shall take into account the days actually elapsed. The Network User is obliged to pay the accrued default interest to the RRM Service Provider within eight days following the date of issuing of written notice by the RRM Service Provider.
- 5.4 If payment obligations of the Network User against the RRM Service Provider beyond the deadline arise, the RRM Service Provider is entitled to include the overdue debts in the payment obligation due to present Agreement or resulting from other legal relationship and inform at the same time the Network User about this procedure.

**6. Responsibilities and guaranties**

- 6.1 According to article 11 (2) of the REMIT Implementing Regulation the entities having reporting obligations are responsible for the completeness, accuracy and timely submission of the REMIT data to be transmitted to ACER. The Network User is responsible for these conditions to be met.
- 6.2 However according to this Agreement the Network User shall not be responsible for failures in the format or timely submission of the data which are attributable to the RRM Service Provider.
- 6.3 The RRM Service Provider shall have adequate control in place to ensure:
- a) the security and confidentiality of information,
  - b) the identification and correction of errors in data reports,
  - c) the authentication of the source of information, and that there is certainty about the identity of the Network User or the identity of any other market participant submitting information through the Network User,
  - d) that there is no significant risk of data corruption in the input process.

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**7. Contact details and data management**

All notices or other communications to be given or made hereunder shall be in writing, primarily by e-mail. Notifications must be addressed to the person indicated below and sent in person or by registered letter or e-mail. Postal notifications become effective on the day they are received, email notifications on the day they arrive on the recipient's server. In connection with the termination or modification of the Agreement, only the notices of the duly signed declaration per personal or registered mail, as well as the electronically signed declaration by email, are applicable and become effective on the day of delivery.

**7.1 Contact details:**

## a) RRM Service Provider:

## i. For contractual issues:

Address: Tanácsház utca 5, Siófok 8600  
E-mail: kap@fgsz.hu  
Attention: Sales department

## ii. For operational issues:

Address: Tanácsház utca 5, Siófok 8600  
E-mail: support@rbp.eu  
Attention: Customer Support

## b) Network User:

Address:  
E-mail:  
Attention: (name and position)  
Tel. No.:  
or other addresses after any Party previously notified the other Party.

Invoicing e-mail address:

Modification of the above contact data does not require modification of the Agreement, the other Party must be notified in writing in advance.

**8. Confidentiality**

8.1 By signing the present Agreement the Parties undertake that all information or data provided by one Party to another in relation to this Agreement shall be considered as business secret, which they are not allowed to disclose to any Third Party without the prior written consent of the Party other than the disclosing Party. The Parties shall not make such information accessible and cannot use the information for purposes other than the fulfilment of the present Agreement.

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8.2 The said confidentiality obligations do not include information:

- which are accessible for the public, and/or which shall become public within the competence of the ACER in the future,
- which have already been provably known by the receiving Party prior to the Agreement, or
- which was required to be disclosed pursuant to laws, market regulations, ordinances of competent authorities or courts.

8.3 Confidentiality obligations shall not be affected by the termination of the Agreement. The provisions of the present article shall continue to be in force for 5 years after the termination of the present AGREEMENT.

8.4 The Parties explicitly agrees that confidentiality obligations do not apply to:

- data submission by the RRM Service Provider to ACER under the REMIT reporting requirements,
- data submission by the RRM Service Provider to ACER under the REMIT reporting requirements through a Third Party reporting entity.

## 9. Amendment of the Agreement

9.1 This Agreement could only be amended or modified based on mutual Agreement, in written form signed by both Parties.

## 10. Duration and termination of the Agreement

10.1 This Agreement shall enter into effect on the date of the signing of the Agreement by the Network User Member and remains valid for an indefinite period of time, but until the termination of the RBP Membership Agreement as a maximum, when it will be terminated without any further legal statement.

10.2 The Parties may terminate this Agreement at any time by written agreement upon mutually agreed terms and conditions.

10.3 This Agreement may be terminated by either Party with a notice period of at least 30 calendar days, on the last day of the given month, by sending a written notice of termination to the other Party, without any justification.

10.4 In case of serious breach of contract by the Parties - in particular with regard to the payment obligation of the Network User in accordance with par. 5 and the obligations of the RRM Service Provider under section 2. and 6, either Party may terminate this Agreement with immediate effect in the event of repeated or serious breach or non-performance of the obligations of the other Party by the other Party by written notice to the other Party.

10.5 The Parties acknowledge that the termination of this Agreement due to any reason does not affect the validity and enforceability of the Network User's RBP Membership Agreement.

## 11. 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 any kind pertaining to the subject matter which is dealt with in this Agreement are superseded.

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**12. Impossibility**

If the performance becomes impossible for reasons for which neither Party is responsible, this Agreement is not terminated automatically when the reason occurs. The Party becoming aware about the reason shall promptly notify the other Party in writing and shall initiate consultation within 8 days. The Parties shall complete the consultations within 10 days.

The Parties shall take minutes of the consultation, which records their agreement on averting the reasons endangering the Agreement, and the time needed to resolve the problem.

Unless otherwise agreed in writing by the Parties, the time limits for performance shall be extended in proportion to the time taken to reasonably remedy the cause of impossibility.

If the period of time for which the cause of impossibility exists or is likely to exist or to be removed exceeds 30 days and the consultations do not lead to a result, the Agreement shall terminate on the following calendar day.

In the event of the outcome of the conciliation excluding the Agreement from remaining in force, the Parties shall, if necessary, promptly conduct a settlement of the termination of the Agreement in accordance with the rules of impossibility of performance.

At the request of the other Party, the Party concerned shall produce an appropriate certificate issued by a public authority or an interest representative body, if it can be interpreted, attesting to the fact of impossibility beyond its control.

The Contracting Parties shall inform each other in writing without delay of the foreseeable occurrence of the impending impossibility, the impossibility of performance and its duration. The defaulting party shall be liable for damage resulting from delayed notification or failure to notify, even if no one is responsible for the impossibility of performance or the other party is liable.

**13. Representations and warranties**

13.1 Parties hereby represents and warrants the following to the other Party:

- a) It is legally registered and operates according to the relevant laws, it is aware on the requirements, conditions of this Agreement, there is no ongoing insolvency or bankruptcy procedure against it.
- b) On the effective date of this Agreement it owns all legally required licenses necessary for the operation.
- c) There is no ongoing lawsuit against it and there is no claim or ongoing process in any court or administrative body which may adversely affect the obligations under this Agreement,
- d) This Agreement is concluded based on full corporate approval, meets all legal requirements and does not violate any of the provisions of other agreements or commits misconduct against the provisions of other agreements, and does not violate any law.
- e) The Parties warrant and guarantee that the personal data received by them in connection with this Agreement or processed in any way, whether in connection with the conclusion or performance of the contract, will be processed in accordance with the applicable legal provisions on the protection of personal data, in particular the provisions of Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information and the EU General Data Protection Regulation (GDPR) 2016/679/EU.

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**14. Severability of Provisions**

14.1 If in accordance with the decision of any court stipulated in this Agreement any provision of this Agreement is invalid, void or unenforceable, such invalidity, or effect applies only to the given provision and does not affect the entire Agreement or any other provision of the Agreement and the other provisions will remain in force and effect, unless the Parties would not have concluded the Agreement without that invalid, void or unenforceable provision.

**15. Waiver**

15.1 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 not 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. The failure of either Party to require compliance with the terms and provisions of this Agreement, or the granting by either Party to the other of any delay or concession, whether for time or otherwise, shall not constitute a waiver.

**16. Governing Law and Arbitration**

16.1 The rights and obligations of the Parties under this AGREEMENT shall be governed by the laws of Hungary.

16.2 The Parties shall attempt to resolve any disputes relating to this Agreement amicably. The Parties agree that the Siófok District Court and the Kaposvár Court of Justice shall have exclusive jurisdiction to settle any disputes that cannot be settled amicably, depending on the value of the dispute.



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

Date: .....

On behalf of the RBP Operator:

.....

On behalf of the Network User Member:

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*Document signed electronically\**

*\*Provided the document is signed electronically.*